

ANNOTATED MINUTES

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

**MERIT SYSTEM CIVIL SERVICE COUNCIL
APPEAL HEARING**

Vice-Chair Tanya Collier convened the hearing at 9:35 a.m., with Commissioners Sharron Kelley and Dan Saltzman present, and Commissioner Gary Hansen and Chair Beverly Stein excused.

PH-1 Pursuant to Multnomah County Code 3.10.430, the Board of Commissioners Will Conduct a Hearing in the Matter of the Merit System Civil Service Council Appeal of Judith May. Upon Conclusion of the Hearing, the Board May Affirm the Council's Decision, Deny the Appeal, or Grant the Appeal But Frame a Different Remedy.

IN RESPONSE TO A REQUEST OF VICE-CHAIR COLLIER, CITY ATTORNEY ANNA KANWIT, LEGAL COUNSEL FOR THE BOARD OF COMMISSIONERS, COUNTY COUNSEL STEVE NEMIROW, REPRESENTING RESPONDENT MULTNOMAH COUNTY, AND ATTORNEY DON WILLNER, REPRESENTING APPELLANT JUDITH MAY, DISCUSSED RESPONDENT'S MOTION FOR SET-OVER ON THE GROUNDS OF LACK OF SUFFICIENT RECORD; WHETHER THE HEARING SHOULD BE RESCHEDULED WHEN A FULL BOARD IS PRESENT, OR HELD WHEN COMMISSIONER HANSEN ARRIVES AT 10:30 TODAY. CONSENSUS REACHED.

The hearing was recessed at 9:45 a.m. and reconvened at 10:26 a.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present, and Chair Beverly Stein excused.

AT THE REQUEST OF VICE-CHAIR COLLIER, MS. KANWIT OUTLINED THE PROCESS FOR TODAY'S HEARING.

MR. NEMIROW PRESENTED TESTIMONY IN SUPPORT OF RECOMMENDATION THAT BOARD REMAND MATTER BACK TO COUNCIL ON THE GROUNDS THAT THE COUNCIL FAILED TO ISSUE FINDINGS OF FACT AND CONCLUSIONS OF LAW AS REQUIRED BY COUNTY CODE; WITH INSTRUCTIONS THAT THE COUNCIL REOPEN THE RECORD AND REACH A

DECISION CONSISTENT WITH THE FACTS OF THE CASE, THE PERSONNEL RULES AND THE COUNTY CODE. MS. KANWIT AND MR. NEMIROW RESPONSE TO BOARD QUESTIONS.

MR. NEMIROW, MR. WILLNER AND MS. KANWIT DISCUSSION CONCERNING MAY 10 COUNCIL HEARING TRANSCRIPT CONTAINING TESTIMONY ATTRIBUTED TO DAVE FLAGLER INSTEAD OF AFSCME REPRESENTATIVE JIM SMITH. AT THE REQUEST OF THE BOARD, MR. FLAGLER TESTIFIED HE DID NOT ATTEND THE MAY 10 HEARING.

MR. WILLNER PRESENTED TESTIMONY IN SUPPORT OF COUNCIL DECISION FOR REINSTATEMENT AND BACK PAY DUE TO ITS FINDING THERE WAS EVIDENCE OF BIAS AGAINST MS. MAY IN NOT HIRING HER FOR ONE OF TWO AVAILABLE ANIMAL CONTROL POSITIONS. MR. WILLNER REBUTTAL TO RESPONDENT'S TESTIMONY; AND RESPONSE TO BOARD QUESTIONS. MS. KANWIT AND MR. WILLNER RESPONSE TO BOARD DISCUSSION REGARDING BACK PAY ISSUE.

MR. NEMIROW REBUTTAL TO APPELLANT'S TESTIMONY; TESTIMONY IN SUPPORT OF REMAND; AND RESPONSE TO BOARD QUESTIONS.

MR. WILLNER RESPONSE TO BOARD QUESTIONS. TESTIMONY COMPLETED.

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, TO REMAND CASE BACK TO MERIT SYSTEM CIVIL SERVICE COUNCIL. COMMISSIONER KELLEY COMMENTED IN SUPPORT OF HER MOTION, ADVISING SHE WANTS MORE INFORMATION REGARDING THE ISSUE WHETHER THERE WAS UNDUE BIAS BY MR. FLAGLER'S STANDING ON AT LEAST ONE OF THE HIRING PANELS AND THE APPROPRIATENESS OF AWARDING RETROACTIVE SALARY.

AT THE REQUEST OF VICE-CHAIR COLLIER, COMMISSIONER KELLEY MOVED, SECONDED BY COMMISSIONER SALTZMAN, TO AMEND MOTION TO REMAND CASE BACK TO MERIT SYSTEM CIVIL SERVICE COUNCIL FOR FINDINGS OF FACTS AND

CONCLUSIONS OF LAW; DIRECTING COUNCIL TO PROVIDE CLARIFICATION OF ITS FINDING OF BIAS OVER THE HIRING PROCEDURE; DIRECTING COUNCIL TO INTERVIEW THE TWO HIRING PANELS; AND DIRECTING COUNCIL TO PROVIDE INFORMATION REGARDING JUSTIFICATION AS TO WHY A BACK PAY DATE OF FEBRUARY 1 WAS CHOSEN.

COMMISSIONER HANSEN COMMENTED IN OPPOSITION TO THE MOTION, ADVISING HE FEELS THERE WAS ADEQUATE EVIDENCE PRESENTED AND EXPRESSING CONCERN FOR CLOSURE OF THE CASE AT THIS POINT.

VICE-CHAIR COLLIER COMMENTED IN SUPPORT OF THE MOTION TO REMAND BACK TO THE COUNCIL, ADVISING SHE WISHES CLARIFICATION ON HOW IT CAME TO ITS DECISION AND THE BACK PAY ISSUE.

COMMISSIONER SALTZMAN COMMENTED IN SUPPORT OF COMMISSIONER HANSEN'S CONCERN REGARDING TIMELY COMPLETION OF THE REMAND PROCESS.

MS. KANWIT AND SUSAN AYERS RESPONSE TO BOARD QUESTION CONCERNING NEXT COUNCIL MEETING.

BOARD CONSENSUS TO FURTHER AMEND MOTION TO REQUIRE THE REMAND PROCESS BE COMPLETED BY NO LATER THAN SEPTEMBER 1, 1994.

MOTION APPROVED, AS AMENDED, WITH COMMISSIONERS KELLEY, SALTZMAN AND COLLIER VOTING AYE, AND COMMISSIONER HANSEN VOTING NO.

There being no further business, the hearing was adjourned at 11:42 a.m.

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


Deborah L. Bogstad

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

REGULAR MEETING

Vice-Chair Tanya Collier convened the hearing at 11:46 a.m., with Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present, and Chair Beverly Stein excused.

CONSENT CALENDAR

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, TO REMOVE ITEMS C-20, C-22, C-24, C-27 AND C-28 FROM THE CONSENT CALENDAR. COMMISSIONER KELLEY DISCUSSED QUESTIONS CONCERNING VARIOUS CONSENT CALENDAR ITEMS. MOTION UNANIMOUSLY APPROVED.

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-19, C-21, C-23, C-25, C-26, AND C-29 THROUGH C-31) WAS UNANIMOUSLY APPROVED.

JUVENILE JUSTICE DIVISION

- C-1 *Ratification of Amendment #2 to Intergovernmental Agreement Contract 102304 Between Children's Services Division and Multnomah County, Providing Fiscal Year 1993-94 Cost-of-Living Allowance to Assessment, Intervention and Transition Program (AITP), Gang Resource Intervention Team (GRIT) and Community Based Programs Providing Services to Gang-Involved Youth***
- C-2 *Budget Modification JJS 2 Requesting Authorization to Add \$9,918 in Children's Services Division Gang Resource Intervention Team (GRIT) Funds to the Juvenile Justice Division's FY 93-94 Federal/State Program***
- C-3 *Ratification of Amendment #3 to Intergovernmental Agreement Contract 102304 Between Children's Services Division and Multnomah County, Providing Continuation and Additional Funding to Internal and Community Based Providers for Services to Gang-Involved Youth and the Consolidation of Gang Transition Services, for the Period July 1, 1993 through June 30, 1995***

AGING SERVICES DIVISION

- C-4 *Ratification of Intergovernmental Agreement Contract 102575 Between Oregon Senior and Disabled Services Division and Multnomah County, Providing Funding for Aging Services Division Administration, Long Term Care, and Contracted Community Services, for the Period July 1, 1994 through June 30, 1995*
- C-5 *Ratification of Intergovernmental Agreement Contract 105214 Between Multnomah County and Portland State University, Institute on Aging, for Project Evaluation of Federal Administration on Aging Grant "Beyond Bricks and Mortar", for the Period May 1, 1994 through June 30, 1996*
- C-6 *Budget Modification ASD-9410 Requesting Authorization to Add \$13,200 to Aging Services Division Budget, and \$13,309 to Community and Family Services Division Budget, from a Federal Administration on Aging "Beyond Bricks and Mortar" Grant*

COMMUNITY AND FAMILY SERVICES DIVISION

- C-7 *Ratification of Amendment #2 to Intergovernmental Agreement Contract 100344 Between Multnomah County and Portland Public Schools, Providing Day Treatment Educational Services for Eligible Partners Project Clients at the Nickerson Center, for the Period April 1, 1993 through June 30, 1994*
- C-8 *Ratification of Intergovernmental Agreement Contract 100505 Between Multnomah County and Oregon Commission for the Blind, Providing Employment and Alternative Services for Persons with Developmental Disabilities, for the Period July 1, 1994 through June 30, 1995*
- C-9 *Ratification of Intergovernmental Agreement Contract 100565 Between Multnomah County and the City of Portland, Parks and Recreation Bureau, Providing Employment and Alternative Services for Persons with Developmental Disabilities, for the Period July 1, 1994 through June 30, 1995*
- C-10 *Ratification of Intergovernmental Agreement Contract 100645 Between Multnomah County and Clackamas County, Providing Day Treatment Mental Health Services for Children with Mental Disabilities, for the Period July 1, 1994 through June 30, 1995*
- C-11 *Ratification of Intergovernmental Agreement Contract 100725 Between Multnomah County and Oregon Health Sciences University/Alcohol Treatment and Training Center, Providing Alcohol Diversion and Outpatient Treatment Services on a Requirements Basis, for the Period July 1, 1994 through June 30, 1995*
- C-12 *Ratification of Intergovernmental Agreement Contract 101655 Between Multnomah County and University Hospital, Providing Mental Health Evaluations and Treatment Services for Children with Mental Illnesses, for the*

Period July 1, 1994 through June 30, 1995

- C-13 Ratification of Intergovernmental Agreement Contract 101665 Between Multnomah County and University Hospital, Providing Mental Health Emergency Hold Services for People Lawfully Detained in the Hospital in Pre-Commitment Status, for the Period July 1, 1994 through June 30, 1995*
- C-14 Ratification of Intergovernmental Agreement Contract 101735 Between Multnomah County and Oregon Health Sciences University, Providing Mental Health Assessment and Treatment Services for Adults and Children, for the Period July 1, 1994 through June 30, 1995*
- C-15 Ratification of Intergovernmental Agreement Contract 102465 Between Multnomah County and Clackamas County, Providing Veterans Service Officer Services One Day a Week in North/Northeast and One Day a Week in East Multnomah County, for the Period July 1, 1994 through June 30, 1995*
- C-16 Ratification of Amendment #1 to Intergovernmental Agreement Contract 103264 Between the City of Portland and Multnomah County, Providing Additional Funds for Staff Support to the Housing and Community Development Commission for Planning, Evaluation, and Citizen Involvement Assistance*
- C-17 Ratification of Amendment #1 to Intergovernmental Agreement Contract 103324 Between the City of Portland and Multnomah County, Extending the Private Plumbing Loan Program through June 30, 1995*
- C-18 Ratification of Amendment #1 to Intergovernmental Agreement Contract 104934 Between Multnomah County, the City of Gresham, City of Portland, and the Housing Authority of Portland, Revising the Term of the Agreement, Effective July 1, 1993 through June 30, 1994*
- C-19 Ratification of Intergovernmental Agreement Contract 105264 Between the City of Portland and Multnomah County, Allocating PILOT Revenues for Housing and Support Services for Homeless and Low Income Youth, Adults, and Families, for the Period September 29, 1993 through June 30, 1995*

DEPARTMENT OF HEALTH

- C-21 Ratification of Amendment #2 to Intergovernmental Agreement Contract 200064 Between Multnomah County and Oregon Health Sciences University, for the Provision of Dental Services to HIV Positive Persons*
- C-23 Ratification of Intergovernmental Agreement Contract 200115 Between Multnomah County and Oregon Health Sciences University, for the Provision of Dental Services to Low-Income County Residents, for the Period July 1, 1994 through June 30, 1995*

- C-25 *Ratification of Intergovernmental Agreement Contract 200135 Between Multnomah County and Clatsop County, Providing State Pass-Through Funds for HIV Case Management Services to Clatsop County Residents with Disabling HIV Disease, for the Period July 1, 1994 through June 30, 1995*
- C-26 *Ratification of Intergovernmental Agreement Contract 200145 Between Multnomah County and Tillamook County, Providing State Pass-Through Funds for HIV Case Management Services to Tillamook County Residents with Disabling HIV Disease, for the Period July 1, 1994 through June 30, 1995*
- C-29 *Ratification of Intergovernmental Agreement Contract 200285 Between Washington County and Multnomah County, Providing HIV Related Client Services to Residents of Washington County, for the Period Upon Execution through June 30, 1995*
- C-30 *Ratification of Amendment #1 to Intergovernmental Agreement Contract 201203 Between Multnomah County and Oregon Health Sciences University, School of Dentistry, Providing Clinical Learning Experiences for Senior, Junior and Sophomore Dental Students in County Clinics, for the Period Upon Execution through September 1, 1997*

NON-DEPARTMENTAL

- C-31 *Ratification of Intergovernmental Agreement Contract 500083 Between Oregon Department of Administrative Services and Multnomah County, Providing Travel Management Services to County through State Department Contract, for the Period July 1, 1994 through December 31, 1996*

REGULAR AGENDA

COMMUNITY AND FAMILY SERVICES DIVISION

- R-1 *Ratification of Intergovernmental Agreement Contract 100535 Between Multnomah County and Portland Community College, Providing Employment and Alternative Services for Persons with Developmental Disabilities, for the Period July 1, 1994 through June 30, 1995*

COMMISSIONER SALTZMAN ANNOUNCED HE WOULD ABSTAIN FROM VOTING ON THIS ITEM DUE TO HIS POSITION ON THE PCC BOARD. COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-1. REY ESPAÑA EXPLANATION. AGREEMENT APPROVED, WITH COMMISSIONERS KELLEY, HANSEN AND COLLIER VOTING AYE, AND COMMISSIONER SALTZMAN ABSTAINING.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 *Budget Modification DES 17 Requesting Authorization to Transfer \$39,165 from Materials and Services to Personal Services within the Data Processing Fund*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-2. DOUG FISCHER EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-3 *Budget Modification DES 18 Requesting Authorization to Transfer \$50,000 from Telephone Fund Contingency to Telephone Materials and Services Budget*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-3. MR. FISCHER EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-4 *Ratification of Intergovernmental Agreement Contract 500035 Between Multnomah County, the Multnomah County Sheriff's Office, and the City of Portland, Regarding the Transfer of Sheriff's Deputies to the City of Portland Police Bureau*

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

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER SALTZMAN, CONSIDERATION OF THE FOLLOWING ITEM WAS UNANIMOUSLY APPROVED.

- UC-1 *PROCLAMATION in the Matter of Recognizing the Service and Contributions of Sheriff's Officers Transferring to the Portland Police Bureau*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF UC-1. MR. FARVER READ PROCLAMATION AND COMMENTED IN SUPPORT. BOARD COMMENTS IN SUPPORT OF OFFICERS MELISSA BISHOP, GARRY CHRISTENSEN, MICHAEL DONOHUE, MICHAEL GEIGER, BARBARA GLASS, SCOTT GRATTON, KRISTI GUSTAFSON, PHILIP HARPER, MICHAEL

MALANAPHY, ROBERT McCORMICK, WAYNE McDONNELL, LANA MOCKLER, GREGORY NADO, SAM PRONESTI, MICHAEL REESE, MARK ROMANAGGI, CESSNA SMITH, ROBERT SMITH, GARY STAFFORD, JUDY TAYLOR, DANIEL THOMPSON, WALTER VAN HOOSER AND STEVEN ZAPP. PROCLAMATION 94-124 UNANIMOUSLY APPROVED.

- R-5 *First Reading of a Proposed ORDINANCE Amending Ordinance No. 792, in Order to Add and Revise Exempt Pay Ranges***

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF THE FIRST READING. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, JULY 7, 1994.

- R-6 *Budget Modification NOND 21 Authorizing \$315,386 Increase in Transfer of Dedicated Funds from General Fund to Justice Services Special Operations Fund to Account for Actual 1992-93 Balances of Dedicated Revenues***

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. DAVE WARREN EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-7 *Budget Modification NOND 22 Requesting Authorization to Decrease the General Fund Contingency by \$443,000 Due to BIT Pass Through to the East-County Cities Being Larger than Budgeted***

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-7. MR. WARREN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-8 *Budget Modification NOND 23 Requesting Authorization to Transfer Insurance Funds Within the Risk Management Division Budget for Accounting Purposes***

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-8. JEAN MILEY EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

- R-9 *Budget Modification MCSO 15 Requesting Authorization to Transfer \$196,747 in Budgeted Expenditures from the Levy Fund to the General Fund to Budget for the Over-Expenditure of General Fund Personal Services Line Items, and the Under-Expenditure of Levy Personal Services and Materials and Services Line Items*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-9. LARRY AAB EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-10 *Budget Modification MCSO 16 Requesting Authorization to Adjust Equipment Dollars Budgeted in Various Sheriff's Office Programs*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-10. MR. AAB EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-11 *Budget Modification MCSO 18 Requesting Authorization to Transfer \$2,192 from Contingency to the Sheriff's Enforcement Budget to Pay for the Cost of a Drug Lab Clean-Up*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-11. MR. AAB EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-12 *Budget Modification MCSO 19 Requesting Authorization to Transfer \$30,769 from Contingency to the Sheriff's Budget to Pay for Portland Police Bureau and Oregon State Police Communication and Maintenance Costs for the Video Imaging System*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-12. MR. AAB EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- R-13 *Budget Modification MCHD 10 Requesting Authorization to Transfer \$7,500 from Pass Through to Equipment Within the CareOregon Fund*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL

OF R-13. BILLI ODEGAARD EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

AGING SERVICES DIVISION

- R-14** *Budget Modification ASD-9411 Requesting Authorization to Add \$21,571 to Aging Services Division Budget from Federal Older American Act Funds, \$4,000 in Rentals, and \$479 in Direct Costs*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-14. KATHY GILLETTE EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

JUVENILE JUSTICE DIVISION

- R-15** *Budget Modification JJS 1 Requesting Authorization to Delete \$807,697 in Grant Funds from the Juvenile Justice Division's FY 93-94 Federal/State Budget*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-15. MARIE EIGHMEY EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

- R-16** *ORDER in the Matter of Exempting from Public Bidding an Extension of Exemption to Contract with Swanberg & Associates for Security Guard Services*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-16. DAVE BOYER EXPLANATION. ORDER 94-125 UNANIMOUSLY APPROVED.

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

COMMUNITY AND FAMILY SERVICES DIVISION

- R-17** *Budget Modification CFSD 7 Requesting Authorization to Delete \$304,275 in Unexpended Funding for the Department of Social Services, Transfer \$279,275 in County General Funds to Community and Family Services Division and the*

Multnomah Commission on Children and Families Budgets and Return \$25,000 to General Fund Contingency

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-17. SUSAN CLARK AND BILL FARVER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. CFS STAFF DIRECTED TO PREPARE AND SUBMIT MEMO CLARIFYING DIVISION EXPENDITURES. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-18** *Budget Modification CFSD 8 Requesting Authorization to Increase Budgeted Revenues in the Community and Family Services Division by a Net Total of \$1,329,069 to Reflect Changes in State Mental Health Division Revenue for Plan Amendment Approval Forms 21-29 and 31-74*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-18. MS. CLARK AND MR. WARREN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-19** *Budget Modification CFSD 9 Requesting Authorization to Increase Budgeted Revenue in the Community and Family Services Division and the Sheriff's Office by a Net Total of \$959,437 to Reflect Revenue Changes for the Target Cities Federal Grant Covered by Plan Amendment Approval Form 30*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-19. MS. CLARK EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-20** *ORDER in the Matter of the Acquisition of Real Property for the Community and Family Services Community Development Program*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-20. CECILE PITTS EXPLANATION. ORDER 94-126 UNANIMOUSLY APPROVED.

COMMUNITY AND FAMILY SERVICES DIVISION

- C-20** *Ratification of Intergovernmental Agreement Contract 105254 Between Multnomah County and the Portland Development Commission, Providing Weatherization Measures at the San Marcos Apartments in Northeast Portland, for the Period Upon Execution through July 31, 1994*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF C-20. BILL THOMAS EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- C-22 *Ratification of Intergovernmental Agreement Contract 200075 Between Multnomah County and Oregon State Health Division, Providing Diagnostic Hepatitis Laboratory Testing for County Health Department Clients, for the Period July 1, 1994 through June 30, 1995*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF C-22. MS. ODEGAARD EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

- C-24 *Ratification of Intergovernmental Agreement Contract 200125 Between Multnomah County and Oregon Health Sciences University, Providing On-Line Medical Direction, Data Collection and Research to the County's Emergency Medical Services Pursuant to County Code, for the Period July 1, 1994 through June 30, 1995*

UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER KELLEY, C-24 WAS UNANIMOUSLY SET OVER TO THURSDAY, JULY 7, 1994.

- C-27 *Ratification of Intergovernmental Agreement Contract 200195 Between Multnomah County and Marion County, Providing Health Screening Assessment Services to Qualified Refugees Residing in Marion County, for the Period July 1, 1994 through June 30, 1995*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF C-27. MS. ODEGAARD EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

- C-28 *Ratification of Intergovernmental Agreement Contract 200205 Between Multnomah County and Oregon Health Sciences University, Utilizing Physician "Chest Fellows" in Training to Provide Diagnosis, Treatment, Evaluation and Medical Consultation Services in the County's Tuberculosis Clinic, for the Period July 1, 1994 through June 30, 1995*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF

**C-28. MS. ODEGAARD EXPLANATION AND
RESPONSE TO QUESTIONS OF COMMISSIONER
KELLEY. AGREEMENT UNANIMOUSLY APPROVED.**

PUBLIC COMMENT

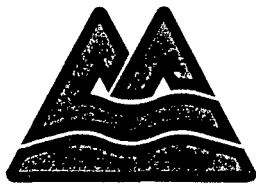
**R-21 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited
to Three Minutes Per Person.**

There being no further business, the meeting was adjourned at 12:45 p.m.

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



Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JUNE 27, 1994 - JULY 1, 1994

Thursday, June 30, 1994 - 9:30 AM - Appeal Hearing Page 2

Thursday, June 30, 1994 - 10:30 AM - Regular Meeting Page 2

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

Thursday, 6:00 PM, Channel 30

Friday, 10:00 PM, Channel 30

Saturday, 12:30 PM, Channel 30

Sunday, 1:00 PM, Channel 30

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, June 30, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

MERIT SYSTEM CIVIL SERVICE COUNCIL
APPEAL HEARING

PH-1 Pursuant to Multnomah County Code 3.10.430, the Board of Commissioners Will Conduct a Hearing in the Matter of the Merit System Civil Service Council Appeal of Judith May. Upon Conclusion of the Hearing, the Board May Affirm the Council's Decision, Deny the Appeal, or Grant the Appeal But Frame a Different Remedy. 9:30 AM TIME CERTAIN, 1 HOUR REQUESTED.

Thursday, June 30, 1994 - 10:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUVENILE JUSTICE DIVISION

- C-1 Ratification of Amendment #2 to Intergovernmental Agreement Contract 102304 Between Children's Services Division and Multnomah County, Providing Fiscal Year 1993-94 Cost-of-Living Allowance to Assessment, Intervention and Transition Program (AITP), Gang Resource Intervention Team (GRIT) and Community Based Programs Providing Services to Gang-Involved Youth
- C-2 Budget Modification JJS 2 Requesting Authorization to Add \$9,918 in Children's Services Division Gang Resource Intervention Team (GRIT) Funds to the Juvenile Justice Division's FY 93-94 Federal/State Program
- C-3 Ratification of Amendment #3 to Intergovernmental Agreement Contract 102304 Between Children's Services Division and Multnomah County, Providing Continuation and Additional Funding to Internal and Community Based Providers for Services to Gang-Involved Youth and the Consolidation of Gang Transition Services, for the Period July 1, 1993 through June 30, 1995

AGING SERVICES DIVISION

- C-4 Ratification of Intergovernmental Agreement Contract 102575 Between Oregon Senior and Disabled Services Division and Multnomah County, Providing Funding for Aging Services Division Administration, Long Term Care, and

Contracted Community Services, for the Period July 1, 1994 through June 30, 1995

- C-5 Ratification of Intergovernmental Agreement Contract 105214 Between Multnomah County and Portland State University, Institute on Aging, for Project Evaluation of Federal Administration on Aging Grant "Beyond Bricks and Mortar", for the Period May 1, 1994 through June 30, 1996*
- C-6 Budget Modification ASD-9410 Requesting Authorization to Add \$13,200 to Aging Services Division Budget, and \$13,309 to Community and Family Services Division Budget, from a Federal Administration on Aging "Beyond Bricks and Mortar" Grant*

COMMUNITY AND FAMILY SERVICES DIVISION

- C-7 Ratification of Amendment #2 to Intergovernmental Agreement Contract 100344 Between Multnomah County and Portland Public Schools, Providing Day Treatment Educational Services for Eligible Partners Project Clients at the Nickerson Center, for the Period April 1, 1993 through June 30, 1994*
- C-8 Ratification of Intergovernmental Agreement Contract 100505 Between Multnomah County and Oregon Commission for the Blind, Providing Employment and Alternative Services for Persons with Developmental Disabilities, for the Period July 1, 1994 through June 30, 1995*
- C-9 Ratification of Intergovernmental Agreement Contract 100565 Between Multnomah County and the City of Portland, Parks and Recreation Bureau, Providing Employment and Alternative Services for Persons with Developmental Disabilities, for the Period July 1, 1994 through June 30, 1995*
- C-10 Ratification of Intergovernmental Agreement Contract 100645 Between Multnomah County and Clackamas County, Providing Day Treatment Mental Health Services for Children with Mental Disabilities, for the Period July 1, 1994 through June 30, 1995*
- C-11 Ratification of Intergovernmental Agreement Contract 100725 Between Multnomah County and Oregon Health Sciences University/Alcohol Treatment and Training Center, Providing Alcohol Diversion and Outpatient Treatment Services on a Requirements Basis, for the Period July 1, 1994 through June 30, 1995*
- C-12 Ratification of Intergovernmental Agreement Contract 101655 Between Multnomah County and University Hospital, Providing Mental Health Evaluations and Treatment Services for Children with Mental Illnesses, for the Period July 1, 1994 through June 30, 1995*
- C-13 Ratification of Intergovernmental Agreement Contract 101665 Between Multnomah County and University Hospital, Providing Mental Health*

Emergency Hold Services for People Lawfully Detained in the Hospital in Pre-Commitment Status, for the Period July 1, 1994 through June 30, 1995

- C-14 *Ratification of Intergovernmental Agreement Contract 101735 Between Multnomah County and Oregon Health Sciences University, Providing Mental Health Assessment and Treatment Services for Adults and Children, for the Period July 1, 1994 through June 30, 1995*
- C-15 *Ratification of Intergovernmental Agreement Contract 102465 Between Multnomah County and Clackamas County, Providing Veterans Service Officer Services One Day a Week in North/Northeast and One Day a Week in East Multnomah County, for the Period July 1, 1994 through June 30, 1995*
- C-16 *Ratification of Amendment #1 to Intergovernmental Agreement Contract 103264 Between the City of Portland and Multnomah County, Providing Additional Funds for Staff Support to the Housing and Community Development Commission for Planning, Evaluation, and Citizen Involvement Assistance*
- C-17 *Ratification of Amendment #1 to Intergovernmental Agreement Contract 103324 Between the City of Portland and Multnomah County, Extending the Private Plumbing Loan Program through June 30, 1995*
- C-18 *Ratification of Amendment #1 to Intergovernmental Agreement Contract 104934 Between Multnomah County, the City of Gresham, City of Portland, and the Housing Authority of Portland, Revising the Term of the Agreement, Effective July 1, 1993 through June 30, 1994*
- C-19 *Ratification of Intergovernmental Agreement Contract 105264 Between the City of Portland and Multnomah County, Allocating PILOT Revenues for Housing and Support Services for Homeless and Low Income Youth, Adults, and Families, for the Period September 29, 1993 through June 30, 1995*
- C-20 *Ratification of Intergovernmental Agreement Contract 105254 Between Multnomah County and the Portland Development Commission, Providing Weatherization Measures at the San Marcos Apartments in Northeast Portland, for the Period Upon Execution through July 31, 1994*

DEPARTMENT OF HEALTH

- C-21 *Ratification of Amendment #2 to Intergovernmental Agreement Contract 200064 Between Multnomah County and Oregon Health Sciences University, for the Provision of Dental Services to HIV Positive Persons*
- C-22 *Ratification of Intergovernmental Agreement Contract 200075 Between Multnomah County and Oregon State Health Division, Providing Diagnostic Hepatitis Laboratory Testing for County Health Department Clients, for the Period July 1, 1994 through June 30, 1995*

- C-23 *Ratification of Intergovernmental Agreement Contract 200115 Between Multnomah County and Oregon Health Sciences University, for the Provision of Dental Services to Low-Income County Residents, for the Period July 1, 1994 through June 30, 1995*
- C-24 *Ratification of Intergovernmental Agreement Contract 200125 Between Multnomah County and Oregon Health Sciences University, Providing On-Line Medical Direction, Data Collection and Research to the County's Emergency Medical Services Pursuant to County Code, for the Period July 1, 1994 through June 30, 1995*
- C-25 *Ratification of Intergovernmental Agreement Contract 200135 Between Multnomah County and Clatsop County, Providing State Pass-Through Funds for HIV Case Management Services to Clatsop County Residents with Disabling HIV Disease, for the Period July 1, 1994 through June 30, 1995*
- C-26 *Ratification of Intergovernmental Agreement Contract 200145 Between Multnomah County and Tillamook County, Providing State Pass-Through Funds for HIV Case Management Services to Tillamook County Residents with Disabling HIV Disease, for the Period July 1, 1994 through June 30, 1995*
- C-27 *Ratification of Intergovernmental Agreement Contract 200195 Between Multnomah County and Marion County, Providing Health Screening Assessment Services to Qualified Refugees Residing in Marion County, for the Period July 1, 1994 through June 30, 1995*
- C-28 *Ratification of Intergovernmental Agreement Contract 200205 Between Multnomah County and Oregon Health Sciences University, Utilizing Physician "Chest Fellows" in Training to Provide Diagnosis, Treatment, Evaluation and Medical Consultation Services in the County's Tuberculosis Clinic, for the Period July 1, 1994 through June 30, 1995*
- C-29 *Ratification of Intergovernmental Agreement Contract 200285 Between Washington County and Multnomah County, Providing HIV Related Client Services to Residents of Washington County, for the Period Upon Execution through June 30, 1995*
- C-30 *Ratification of Amendment #1 to Intergovernmental Agreement Contract 201203 Between Multnomah County and Oregon Health Sciences University, School of Dentistry, Providing Clinical Learning Experiences for Senior, Junior and Sophomore Dental Students in County Clinics, for the Period Upon Execution through September 1, 1997*

NON-DEPARTMENTAL

- C-31 *Ratification of Intergovernmental Agreement Contract 500083 Between Oregon Department of Administrative Services and Multnomah County, Providing Travel Management Services to County through State Department Contract,*

for the Period July 1, 1994 through December 31, 1996

REGULAR AGENDA

COMMUNITY AND FAMILY SERVICES DIVISION

- R-1 *Ratification of Intergovernmental Agreement Contract 100535 Between Multnomah County and Portland Community College, Providing Employment and Alternative Services for Persons with Developmental Disabilities, for the Period July 1, 1994 through June 30, 1995*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 *Budget Modification DES 17 Requesting Authorization to Transfer \$39,165 from Materials and Services to Personal Services within the Data Processing Fund*
- R-3 *Budget Modification DES 18 Requesting Authorization to Transfer \$50,000 from Telephone Fund Contingency to Telephone Materials and Services Budget*

NON-DEPARTMENTAL

- R-4 *Ratification of Intergovernmental Agreement Contract 500035 Between Multnomah County, the Multnomah County Sheriff's Office, and the City of Portland, Regarding the Transfer of Sheriff's Deputies to the City of Portland Police Bureau*
- R-5 *First Reading of a Proposed ORDINANCE Amending Ordinance No. 792, in Order to Add and Revise Exempt Pay Ranges*
- R-6 *Budget Modification NOND 21 Authorizing \$315,386 Increase in Transfer of Dedicated Funds from General Fund to Justice Services Special Operations Fund to Account for Actual 1992-93 Balances of Dedicated Revenues*
- R-7 *Budget Modification NOND 22 Requesting Authorization to Decrease the General Fund Contingency by \$443,000 Due to BIT Pass Through to the East-County Cities Being Larger than Budgeted*
- R-8 *Budget Modification NOND 23 Requesting Authorization to Transfer Insurance Funds Within the Risk Management Division Budget for Accounting Purposes*

SHERIFF'S OFFICE

- R-9 *Budget Modification MCSO 15 Requesting Authorization to Transfer \$196,747 in Budgeted Expenditures from the Levy Fund to the General Fund to Budget for the Over-Expenditure of General Fund Personal Services Line Items, and the Under-Expenditure of Levy Personal Services and Materials and Services Line Items*

- R-10 *Budget Modification MCSO 16 Requesting Authorization to Adjust Equipment Dollars Budgeted in Various Sheriff's Office Programs*
- R-11 *Budget Modification MCSO 18 Requesting Authorization to Transfer \$2,192 from Contingency to the Sheriff's Enforcement Budget to Pay for the Cost of a Drug Lab Clean-Up*
- R-12 *Budget Modification MCSO 19 Requesting Authorization to Transfer \$30,769 from Contingency to the Sheriff's Budget to Pay for Portland Police Bureau and Oregon State Police Communication and Maintenance Costs for the Video Imaging System*

DEPARTMENT OF HEALTH

- R-13 *Budget Modification MCHD 10 Requesting Authorization to Transfer \$7,500 from Pass Through to Equipment Within the CareOregon Fund*

AGING SERVICES DIVISION

- R-14 *Budget Modification ASD-9411 Requesting Authorization to Add \$21,571 to Aging Services Division Budget from Federal Older American Act Funds, \$4,000 in Rentals, and \$479 in Direct Costs*

JUVENILE JUSTICE DIVISION

- R-15 *Budget Modification JJS 1 Requesting Authorization to Delete \$807,697 in Grant Funds from the Juvenile Justice Division's FY 93-94 Federal/State Budget*

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

- R-16 *ORDER in the Matter of Exempting from Public Bidding an Extension of Exemption to Contract with Swanberg & Associates for Security Guard Services*

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

COMMUNITY AND FAMILY SERVICES DIVISION

- R-17 *Budget Modification CFSD 7 Requesting Authorization to Delete \$304,275 in Unexpended Funding for the Department of Social Services, Transfer \$279,275 in County General Funds to Community and Family Services Division and the Multnomah Commission on Children and Families Budgets and Return \$25,000 to General Fund Contingency*

- R-18 *Budget Modification CFSD 8 Requesting Authorization to Increase Budgeted Revenues in the Community and Family Services Division by a Net Total of \$1,329,069 to Reflect Changes in State Mental Health Division Revenue for Plan Amendment Approval Forms 21-29 and 31-74*
- R-19 *Budget Modification CFSD 9 Requesting Authorization to Increase Budgeted Revenue in the Community and Family Services Division and the Sheriff's Office by a Net Total of \$959,437 to Reflect Revenue Changes for the Target Cities Federal Grant Covered by Plan Amendment Approval Form 30*
- R-20 *ORDER in the Matter of the Acquisition of Real Property for the Community and Family Services Community Development Program*

PUBLIC COMMENT

- R-21 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*



MULTNOMAH COUNTY OREGON

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

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

SUPPLEMENTAL AGENDA

Thursday, June 30, 1994 - 10:30 AM

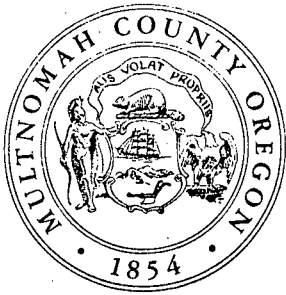
Multnomah County Courthouse, Room 602

REGULAR BOARD MEETING

UNANIMOUS CONSENT ITEM

NON-DEPARTMENTAL

UC-1 *PROCLAMATION in the Matter of Recognizing the Service and Contributions of Sheriff's Officers Transferring to the Portland Police Bureau*



Beverly Stein, Multnomah County Chair

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

MEMORANDUM

TO : Commissioner Tanya Collier, Vice-Chair
Commissioner Dan Saltzman
Commissioner Gary Hansen
Commissioner Sharron Kelley
Larry Kressel, County Counsel
Office of the Board Clerk

FROM : Beverly Stein

DATE : March 7, 1994 *BS*

RE : Absence from Board Meetings

I will be out of town Monday June 27 through Monday July 4 and will miss the June 28 and June 30 Board Meetings.

cc: Chair's Staff

BOARD OF
COUNTY COMMISSIONERS
1994 MAR - 8 PM 1:35
MULTNOMAH COUNTY
OREGON



GARY HANSEN
Multnomah County Commissioner
District 2



1120 S.W. Fifth Avenue, Suite 1500
Portland, Oregon 97204
(503) 248-5219

MEMORANDUM

To: Chair Bev Stein
Commissioner Dan Saltzman
Commissioner Tanya Collier
Commissioner Sharron Kelley

From: Commissioner Gary Hansen

Re: Thursday, June 30 BCC meeting

Date: June 28, 1994

BOARD OF
COUNTY COMMISSIONERS
1994 JUN 28 AM 9:21
MULTNOMAH COUNTY
OREGON

I will be at a community function on the morning of Thursday, June 30 and unable to attend the BCC meeting till approximately 10:30.

MEETING DATE: JUN 30 1994

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment #2 to an Intergovernmental Revenue Agreement

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: June 30, 1994

Amount of Time Needed: Five Minutes

DEPARTMENT: DIVISION: Juvenile Justice

CONTACT: Chris White TELEPHONE #: 248-3202

BLDG/ROOM #: 311/JJD

PERSON(S) MAKING PRESENTATION: Harold Ogburn/Dwayne McNannay

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 #2 to Intergovernmental Agreement, contract #102304, between Children's Services Division and Multnomah County Juvenile Justice Division providing a Fiscal Year 1993/94 cost-of-living allowance to internal and community based programs funded through this agreement. The Budget Modification to add this funding into the Division's budget accompanies this amendment.

6/30/94 originals to Chris White (pickup)

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER: Dwayne McNannay Harold Ogburn

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93



MULTNOMAH COUNTY OREGON

JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Harold Ogburn, Director *Harold Ogburn*
Juvenile Justice Division

DATE: June 21, 1994

RE: Approval of Amendment #2 and Amendment #3 to an
Intergovernmental Revenue Agreement between the Juvenile
Justice Division and Children's Services Division

I. **Recommendation/Action Requested:**

The Juvenile Justice Division recommends the Board's approval of Amendment #2 (providing FY 1993/94 cost-of-living allowance) and Amendment #3 (providing continuation and additional funding for FY 1994/95) to an Intergovernmental Agreement between Children's Services Division (CSD) and Multnomah County Juvenile Justice Division (JJD) for Gang Transition Services.

II. **Background/Analysis:**

These amendments continue the arrangement established by CSD and the Juvenile Justice Division since 1990. Programs funded under this Agreement are:

G.R.I.T. (Gang Resource Intervention Team)
A.I.T.P (Assessment, Intervention, and Transition Program)
Portland House of Umoja
Emmanuel Community General Services
Mt. Sinai Community Baptist Church
Catholic Community Services
Christian Counseling Center
Yaun Youth Care
DePaul Treatment Center
Oregon Outreach, Inc.
Mainstream Youth Programs
MYCAP (Minority Youth Concerns)

Amendment #2 reflects the CSD agreement to pass along a 3.45% cost-of-living allowance in FY 1993/94 to the contracting agencies and internal programs that are currently funded through this agreement and are serving gang-involved youth population on probation and transitioning back into the community from the State Training Schools.

Amendment #3 reflects continuation pass-through dollars from CSD to internal and community based providers for FY 1994/95. Secondly, it provides additional pass-through dollars for community based providers who have previously had contracts directly with CSD, but who will contract with JJD. Thus, it allows for the complete consolidation of Gang Transition Services.

III. **Financial Impact:**

Amendment #2 provides an additional \$34,717 for FY 1993/94.

Amendment #3 provides an additional \$1,353,124 in revenue for FY 1994/95.

IV. **Legal Issues:**

N/A

V. **Controversial Issues:**

N/A

VI. **Link to Current County Policies:**

These amendments to the revenue agreement with CSD continue to support Multnomah County and CSD's priority to serve gang-involved youth locally through community and internal based programs.

VII. **Citizen Participation:**

N/A

VIII. **Other Government Participation:**

N/A

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102304Amendment # 2

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-1</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department _____ Division Juvenile Justice Date June 21, 1994Contract Originator Chris White (DM) Phone 3202 Bldg/Room 311/JJDAdministrative Contact Chris White Phone 3202 Bldg/Room 311/JJD

Description of Contract This amendment provides a cost of living allowance to Assessment, Intervention and Transition Program (AITP), Gang Resource Intervention Team (GRIT) and community based programs providing services to gang-involved youth.

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

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

Contractor Name Children's Services Division
 Mailing Address 500 Summer St., NE, 4th Fl.
Salem, OR 97310-1017
 Phone (503) 378-3542
 Employer ID# or SS# _____
 Effective Date upon execution
 Termination Date June 30, 1994
 Original Contract Amount \$ 495,957
 Total Amount of Previous Amendments \$ 495,957.98
 Amount of Amendment \$ 34,717.01
 Total Amount of Agreement \$ 1,026,631.99

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 Harold Ogburn
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel [Signature]
 County Clerk [Signature]
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes ☐ No ☐Date June 21, 1994

Date _____

Date June 30, 1994Date 6/22/94

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	
	156	010	2540			2319		GRIT		\$ 1389		
01.	156	010	2510			2319		GRIT		\$ 11804		
02.	156	010	2520			2319		GRIT		1389		
03.	156	010	2530			2319		GRIT		20135		
* 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

**STATE OF OREGON
AMENDMENT TO INTERGOVERNMENTAL AGREEMENT**

CSD CONTRACT NUMBER: 3-1761 D90847

DATE: May 25, 1994

Amendment # 2 of CSD Contract Number 3-217 D90847 dated June 6, 1993, between the State of Oregon acting by and through its Department of Human Resources, Children's Services Division, hereinafter referred to as the "Division" and MULTNOMAH COUNTY BOARD OF COMMISSIONERS hereinafter referred to as the "Contractor".

1. Amend the contract document face sheet section entitled **Consideration** to change the amount not to exceed from \$991,914.98 to \$1,026,631.99.

2. Amend the contract document entitled **Schedule, SECTION B, CONSIDERATION**, subsection 1, only, to read as follows:

- "1. As consideration for the services provided by the Contractor during the period beginning July 1, 1993, and ending June 30, 1994, the Division will pay to the Contractor, by check(s), an amount not to exceed \$1,026,631.99, paid as follows:
- a. An amount not to exceed \$360,236.28, paid at the rate of \$30,019.69 per month for the operation of the special staff and activities known as the "Grit" Team to increase the County Juvenile Justice Division and law enforcement abilities to implement gang intervention strategies.
 - b. An amount not to exceed \$244,075.56, paid at the rate of \$20,339.63 per month, for 9.0 ADP at the House of Umoja, a special residential/treatment facility for gang youth between the ages of 15 to 18 years of age.
 - c. An amount not to exceed \$245,323.92, paid at the rate of \$20,443.66 per month for the operation of the Assessment, Intervention, and Transition Program (AITP), a 30 day secure residential treatment facility serving an ADP of 18.0 gang youth during the term of this Agreement in order to prevent their commitment to the State Training School. This payment is for maintenance and supervision only. The treatment services will be billed through the County Mental Health Program.
 - d. An amount not to exceed \$34,929.24, for serving 1.0 ADP in residential care/treatment with Alfred Yaun Youth Care Centers, and counseling services to other designated gang involved youth. Payment shall be made as reimbursement for actual costs.
 - e. An amount not to exceed \$32,400.00 to be billed at the rate of \$900.00 per month for each of the following sub-Agreements with Emanuel Temple Full Gospel Pentecostal Church; Mt. Sinai Community Baptist Church; and Christian Counseling Center.
 - f. An amount not to exceed \$29,814.00 for the sub-Agreement with "Minority Youth Concerns Action Program" for the purchase of special counseling and supportive services to an ADP of 28.5 gang involved youth. Payment shall be made at the rate of \$2,484.50 per month.
 - g. An amount not to exceed \$45,135.98 for client specific services to Asian, Hispanic, and other sub-cultural gang youth. The County may bill this as needed.
 - h. An amount not to exceed \$34,717.01, paid as a one time payment for 1993-1994 cost of living increase to the above sub contractors;
 - 1) For the "Grit" team, a one time payment of \$12,607.72;
 - 2) For the House of Umoja, a one time payment of \$8,543.44;
 - 3) For the AITP, a one time payment of \$8,586.08;
 - 4) For the Alfred Yaun Youth Care Centers, a one time payment of \$1,222.52;
 - 5) For the Emanuel Temple Full Gospel Pentecostal Church, Mt. Sinai Community Baptist Church, and Christian Counseling Center, a one time payment to each sub agreement of \$378.00;
 - 6) For the "Minority Youth Concerns Action Program", a one time payment of \$1,043.49;
 - 7) For client specific services to Asian, Hispanic, and other sub-cultural gang youth, a one time payment of \$1,579.76."

All other terms, provisions, and conditions of this contract remain unchanged.
This amendment becomes effective upon full execution by all parties.

Approved by the Contractor

Signature: _____ Title : _____ Date: _____

Approved by Children's Service Division

By: _____ Date: _____

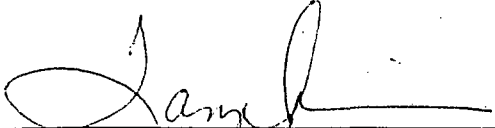
Reviewed by Contracts Officer: Richard Schommer Date: 6/7/94

Approved for Legal Sufficiency: Lauren R. Young, AAL Date: June 16, 1994

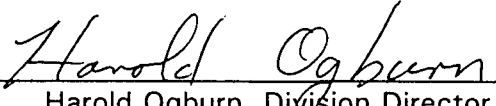
INTERGOVERNMENTAL CONTRACT
AMENDMENT AGREEMENT
Children's Services Division

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

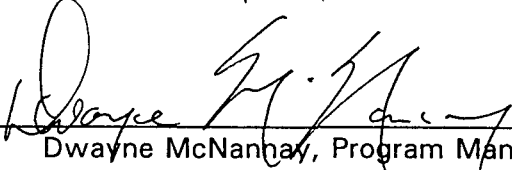
MULTNOMAH COUNTY, OREGON

By: 
~~Beverly Stein, Chair~~ Tanya Collier, Vice-Chair
Board of County Commissioners

Date: June 30, 1994

By: 
Harold Ogburn, Division Director *DM*

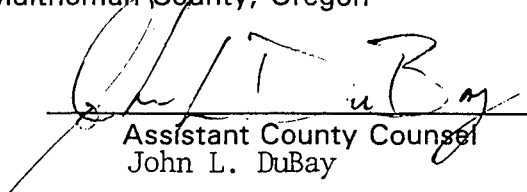
Date: 6/21/94

By: 
Dwayne McNamara, Program Manager

Date: 6/21/94

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: 
Assistant County Counsel
John L. DuBay

Date: June 22, 1994

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

BUDGET MODIFICATION NO. JJS 2

(For Clerk's Use) Meeting Date JUN 30 1994
Agenda No. C-2

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____
(Date)

DEPARTMENT: Social Services

DIVISION: Juvenile Justice

CONTACT: Marie Eighmey

TELEPHONE: 248-3460

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Hal Ogburn/Marie Eighmey

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

JJD Budget Modification # 2 adds \$9,918 in CSD GRIT funds to the Juvenile Justice Division's FY93-94 Federal/State program.

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

This JJD Budget Modification # 2 adds \$9,918 CSD GRIT revenue to the Division's Federal/State program. The total represents the difference between the FY93-94 Adopted Budget and the final revenue amendment from the State. The additional revenue, the remaining portion of a cost of living adjustment from the State, has been budgeted in Temporary Personnel.

The \$813 Indirect Cost, consistent with earlier State CSD revenue, is covered by General Fund transfer.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- Increases Rev Code 2319 by 9,918.
- Increases General Fund transfer to F/S by 813.

STATE OF
CLATSOP COUNTY
JUN 22 PM 3:09
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)
After this modification \$ _____

Originated By	Date	Department Manager	Date
		x <i>Harold Ogburn</i>	6/22/94
Finance/Budget	Date	Employee Relations	Date
<i>David C. Harris</i>	6/22/94	<i>C. Rumbas</i>	6/22/94
Board Approval	Date		
<i>Deborah L. Gustafson</i>	6/30/94		

EXPENDITURE

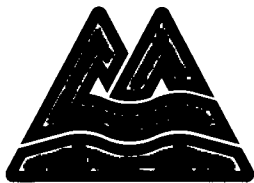
EXPENDITURE
TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

DOC. NUMBER	ACTION	FUND	AGENCY	ORG	ACT.	REPT CATEG	OBJ	CURR AMT	REV AMT	CHANGE	TOTAL	DESCRIPTION
156		010	2519				5200			9,022		Increase Temporary.
156		010	2519				5500			734		Increase Fringe.
156		010	2519				5550			162		Increase Insurance.
156		010	2519				7100			813		Increase Indirect cost.
											10,731	Subtotal, Org. 2519
											10,731	TOTAL, ORG 2500.
100		010	0106				7608			813		Indirect, G/F Transfer.
400		050	7531				6520			162		Insurance Fund.
											975	TOTAL, SERVICE REIMB.
											11,706	TOTAL EXPENSE

REVENUE

TRANSACTION RB []

DOC. NUMBER	ACTION	FUND	AGENCY	ORG	ACT.	REPT CATEG.	REV SOURCE	CURR AMT	REV AMT	CHANGE	TOTAL	DESCRIPTION
		156	010	2519			2319			9,918		CSD GRIT
		156	010	2519			7601			813		General Fund Transfer
		156	010	2641			6801					
		156	010	2641			2109					
		156	010	2641			7801					
											10,731	TOTAL, ORG 2500.
		100	045	7410			6602			813		Indirect Cost.
		400	050	7040			6602			162		Insurance.
											975	TOTAL, SERVICE REIMB.
											11,706	TOTAL REVENUE



MULTNOMAH COUNTY OREGON

JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: Board of County Commissioners

FROM: Harold Ogburn, Director *Harold Ogburn*
Juvenile Justice Division

DATE: June 22, 1994

SUBJECT: JJD Budget Modification To Add \$9,918 Outstanding CSD GRIT Revenue

- I. Recommendation/Action Requested: The Juvenile Justice Division recommends Board of County Commissioners' approval of a year-end budget modification which increases the Federal/State program's revenue by \$9,918 additional state CSD GRIT funds.
- II. Background/Analysis: This modification reconciles the final Childrens Services Division revenue total with the Juvenile Justice Division's FY93-94 budgeted CSD GRIT revenue.

The Division's FY93-94 Adopted Budget had anticipated a higher Childrens Services Division revenue total than initially was received in the revenue contract. The second and final amendment to that revenue contract has arrived, containing the final cost of living adjustments for the current year. It identifies the total CSD GRIT revenue to be received for the current year equal to \$1,026,631.99. This total is \$9,918 greater than the the Division's present budget total. This amendment adds that total to the Assessment/Intervention/Transistion (A.I.T.) program's Temporary Personnel budget line.

A General Fund transfer of \$813 covers the Indirect Cost associated with this additional revenue.
- III. Financial Impact: The modification increases the Juvenile Justice Division's Federal/State budget by \$9,918 in State CSD GRIT funds and increases General Fund Cash Transfer by \$813.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Not applicable.
- VII. Citizen Participation: Not applicable.
- VIII. Other Government Participation: This modification reflects the information received in the revenue amendment which arrived June 21, 1994.

me/covrgrit.jun

MEETING DATE: JUN 30 1994

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment #3 to an Intergovernmental Revenue Agreement

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: June 30, 1994

Amount of Time Needed: Five Minutes

DEPARTMENT: DIVISION: Juvenile Justice

CONTACT: Christine White TELEPHONE #: 248-3202

BLDG/ROOM #: 311/JJD

PERSON(S) MAKING PRESENTATION: Harold Ogburn/Dwayne McNannay

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 #3 to Intergovernmental Revenue Agreement, contract #102304, between Children's Services Division and Multnomah County Juvenile Justice Division for funding to internal and community based programs for Fiscal Year 1994/95.

6/30/94 originals to CHRIS WHITE
(pick up)

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER: Dwayne McNannay Harold Ogburn

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 JUN 22 AM 10:01
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Harold Ogburn, Director *Harold Ogburn*
Juvenile Justice Division *DM*

DATE: June 21, 1994

RE: Approval of Amendment #2 and Amendment #3 to an
Intergovernmental Revenue Agreement between the Juvenile
Justice Division and Children's Services Division

I. **Recommendation/Action Requested:**

The Juvenile Justice Division recommends the Board's approval of Amendment #2 (providing FY 1993/94 cost-of-living allowance) and Amendment #3 (providing continuation and additional funding for FY 1994/95) to an Intergovernmental Agreement between Children's Services Division (CSD) and Multnomah County Juvenile Justice Division (JJD) for Gang Transition Services.

II. **Background/Analysis:**

These amendments continue the arrangement established by CSD and the Juvenile Justice Division since 1990. Programs funded under this Agreement are:

G.R.I.T. (Gang Resource Intervention Team)
A.I.T.P (Assessment, Intervention, and Transition Program)
Portland House of Umoja
Emmanuel Community General Services
Mt. Sinai Community Baptist Church
Catholic Community Services
Christian Counseling Center
Yaun Youth Care
DePaul Treatment Center
Oregon Outreach, Inc.
Mainstream Youth Programs
MYCAP (Minority Youth Concerns)

Amendment #2 reflects the CSD agreement to pass along a 3.45% cost-of-living allowance in FY 1993/94 to the contracting agencies and internal programs that are currently funded through this agreement and are serving gang-involved youth population on probation and transitioning back into the community from the State Training Schools.

Amendment #3 reflects continuation pass-through dollars from CSD to internal and community based providers for FY 1994/95. Secondly, it provides additional pass-through dollars for community based providers who have previously had contracts directly with CSD, but who will contract with JJD. Thus, it allows for the complete consolidation of Gang Transition Services.

III. **Financial Impact:**

Amendment #2 provides an additional \$34,717 for FY 1993/94.

Amendment #3 provides an additional \$1,353,124 in revenue for FY 1994/95.

IV. **Legal Issues:**

N/A

V. **Controversial Issues:**

N/A

VI. **Link to Current County Policies:**

These amendments to the revenue agreement with CSD continue to support Multnomah County and CSD's priority to serve gang-involved youth locally through community and internal based programs.

VII. **Citizen Participation:**

N/A

VIII. **Other Government Participation:**

N/A



CONTRACT APPROVAL FORM (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102304Amendment # 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-3</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department _____ Division Juvenile Justice Date June 21, 1994Contract Originator Chris White (DM) Phone 3202 Bldg/Room 311/JJDAdministrative Contact Chris White Phone 3202 Bldg/Room 311/JJD

Description of Contract This amendment provides continuation and additional funding to internal and community based providers named in this Agreement allowing services to be provided to gang-involved youth and the consolidation of Gang Transition Services.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Children's Services DivisionMailing Address 500 Summer St., NE, 4th Fl.
Salem, OR 97310-1017Phone (503) 378-3542

Employer ID# or SS# _____

Effective Date July 1, 1993Termination Date June 30, 1995Original Contract Amount \$ 495,957Total Amount of Previous Amendments \$ 530,674.99Amount of Amendment \$ 1,353,124.01Total Amount of Agreement \$ 2,379,756.00**REQUIRED SIGNATURES:**Department Manager Harold OgburnPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Counsel [Signature]Contract Administration
(Class I, Class II Contracts Only) [Signature]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 June 21, 1994

Date _____

Date June 30, 1994Date June 22, 1994

Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
04	156	010	2590			2319		GRIT		\$446,531		
01.	156	010	2520			2319		GRIT		\$54,125		
02.	156	010	2560			2319		GRIT		\$771,281		
03.	156	010	2580			2319		GRIT		\$81,187		
* 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

STATE OF OREGON INTERGOVERNMENTAL AGREEMENT

CSD Contract Log Number: 4-0237 D90847

Date: June 20, 1994

Amendment #3

AMENDMENT OF AGREEMENT 3-217 D90847, dated June 6, 1993, between

Multnomah County Board of Commissioners,

hereinafter referred to as the "Contractor", and the State of Oregon, Department of Human Resources, Children's Services Division.

The Agreement is amended as follows:

1. By amending the Agreement face sheet, paragraph entitled Effective Date and Duration, to amend the Agreement end date from June 30, 1994 to June 30, 1995.
2. By amending the Agreement face sheet paragraph entitled Consideration to amend the amount not to exceed from \$1,026,631.99 to \$2,379,756.00.
3. By amending the Agreement section entitled SCHEDULE, Section A, Services to be Performed, to add the following subsection A, 3.

"A. 3. As agreed upon by the Division and the County, the County agrees to sub contract with the following agencies/programs to provide services to gang designated youth and when appropriate, their families.

The referred youth may reside in the community on parole status or in a Training School nearing release into the community. These services are targeted to the specific population in an effort to avoid further gang activities/involvement and assist in a productive community placement.

These services shall, at a minimum, consist of the activities currently being contracted for by the Division. These activities are described in detail in the portion of the Division's contract with each agency/program entitled SCHEDULE, which by this reference is hereby acknowledged as part of this agreement. Copies of these contracts are available to the County.

It is expected that the County may refine and expand these services during the term of this agreement, and shall notify the Division as these occur.

Subcontracts shall be entered into as follows:

Name	Amount	CSD Contract #
Mt. Sinai Comm. Baptist Church	\$22,312.80	3-173D61848
Catholic Comm. Services of PDX	\$8,181.36	3-175D61921
Emmanuel Temple Comm. Gen Svcs	\$22,312.80	3-172D61939
Christian Counsling Center	\$22,312.80	3-171D61954
Yaun Youth Care	\$24,064.80	3-174 D81978

DePaul Treatment Center	\$7,437.60	3-169D61947
Oregon Outreach, Inc.	\$27,986.04	3-176D56269
Mainstream Youth Programs	\$24,544.08	3-170C23527
Minority Youth Concerns (Outpatient)	\$71,535.24	3-216D56285
Minority Youth Concerns (Housing)	\$61,925.40	3-216D56285

It is agreed that Contractor shall pay the subcontractors in one twelfth payments monthly, or in a manner agreeable to both the sub contractor and the County.

3. By amending the Agreement document entitled SCHEDULE, SECTION B.1 to read as follows:
 1. As consideration for the services provided by the Contractor during the period beginning July 1, 1993 and ending June 30, 1995, the Division will pay to the Contractor, by check(s), an amount not to exceed \$2,379,756.00 to be paid as follows:
 - a. During the period from July 1, 1993 through June 30, 1994 payment shall be as follows for services under SCHEDULE, Section A, 1:
 - 1). An amount not to exceed \$360,236.28 paid at the rate of \$30,019.69 per month for the operation of the special staff and activities known as the "Grit" team to increase the County Juvenile Justice Division and law enforcement abilities to implement gang intervention strategies.
 - 2). An amount not to exceed \$244,075.56 paid at the rate of \$20,339.63 per month, for 9.0 ADP at the House of Umoja, a special residential/treatment facility for gang youth between the ages of 15 to 18 years of age.
 - 3). An amount not to exceed \$245,323.92 paid at the rate of \$20,443.66 per month for the operation of the Assessment, Intervention, and Transition Program (AITP), a 30 day secure residential treatment facility serving an ADP of 18 gang youth during the term of this Agreement in order to prevent their commitment to the State Training School. This payment is for maintenance and supervision only. The treatment services will be billed through the County Mental Health Program.
 - 4). An amount not to exceed \$34,929.24 for serving 1 ADP in residential care/treatment with Alfred Yaun Youth Care Centers, and counseling services to other designated gang involved youth. Payment shall be made as reimbursement for actual costs.
 - 5). An amount not to exceed \$32,400.00 to be billed at the rate of \$900.00 per month for each of the sub Agreements with Emanuel Temple Full Gospel Pentecostal Church; Mt. Sinai Community Baptist Church; and Christian Counseling Center.
 - 6). An amount not to exceed \$29,814.00 for the sub-Agreement with "Minority Youth Concerns Action Program" for the purchase of special counseling and supportive services to an ADP of 28.5 gang involved youth. Payment shall be made at the rate of \$2,484.50 per month.

- 7). An amount not to exceed \$45,135.98 for client specific services to Asian, Hispanic, and other sub-cultural gang youth. The County may bill this as needed.
 - 8) An amount not to exceed \$34,717.01, paid as a one time payment for 1993-1994 cost of living increase to the above sub contractors;
 - 1) For the "Grit" team, a one time payment of \$12,607.72;
 - 2) For the House of Umoja, a one time payment of \$8,543.44;
 - 3) For the AITP, a one time payment of \$8,586.08;
 - 4) For the Alfred Yaun Youth Care Centers, a one time payment of \$1,222.52;
 - 5) For the Emanuel Temple Full Gospel Pentecostal Church, Mt. Sinai Community Baptist Church, and Christian Counseling Center, a one time payment to each sub agreement of \$378.00;
 - 6) For the "Minority Youth Concerns Action Program", a one time payment of \$1,043.49;
 - 7) For client specific services to Asian, Hispanic, and other sub-cultural gang youth, a one time payment of \$1,579.76."
- b. During the period from July 1, 1994 thorough June 30, 1995 payment shall be as follows for services under SCHEDULE, Section A, 1
- 1). An amount not to exceed \$385,147.80 paid at the rate of \$32,095.65 per month for the operation of the special staff and activities known as the "Grit" team to increase the County Juvenile Justice Division and law enforcement abilities to implement gang intervention strategies.
 - 2). An amount not to exceed \$260,955.36 paid at the rate of \$21,746.28 per month, for 9.0 ADP at the House of Umoja, a special residential/treatment facility for gang youth between the ages of 15 to 18 years of age.
 - 3). An amount not to exceed \$262,289.04 paid at the rate of \$21,857.42 per month for the operation of the Assessment, Intervention, and Transition Program (AITP), a 30 day secure residential treatment facility serving an ADP of 18 gang youth during the term of this Agreement in order to prevent their commitment to the State Training School This payment is for maintenance and supervision only. The treatment services will be billed through the County Mental Health Program.
 - 4). An amount not to exceed \$37,344.72 for serving 1 ADP in residential care/treatment with Alfred Yaun Youth Care Centers, and counseling services to other designated gang involved youth. Payment shall be made at a monthly rate of \$3,112.06.
 - 5). An amount not to exceed \$34,640.64 to be billed at the rate of \$962.24 per month for each of the sub Agreements with Emanuel Temple Full Gospel Pentecostal Church; Mt. Sinai Community Baptist Church; and Christian Counseling Center.
 - 6). An amount not to exceed \$31,875.84 for the sub-Agreement with "Minority Youth Concerns Action Program" for the purchase of special counseling and supportive services to an ADP of 28.5 gang involved youth. Payment shall be made at the rate of \$2,656.32 per month.
 - 7). An amount not to exceed \$48,257.40 for client specific services to Asian, Hispanic, and other sub-cultural gang youth. Payment shall be made at the rate of \$4,021.45 per month.

- c. During the period from July 1, 1994 thorough June 30, 1995 payment for services under SCHEDULE, Section A, 3, shall be an amount not to exceed \$292,612.92. Payments shall be made at the rate of \$24,384.41 per month to the County for sub contracts as follows:

Name	Annual Amount
Mt. Sinai Comm. Baptist Church	\$22,312.80
Catholic Comm. Services of PDX	\$8,181.36
Emmanuel Temple Comm. Gen Svcs	\$22,312.80
Christian Counsling Center	\$22,312.80
Yaun Youth Care	\$24,064.80
DePaul Treatment Center	\$7,437.60
Oregon Outreach, Inc.	\$27,986.04
Mainstream Youth Programs	\$24,544.08
Minority Youth Concerns (Outpatient)	\$71,535.24
Minority Youth Concerns (Housing)	\$61,925.40

All other terms, provisions, and conditions of this Agreement remain unchanged.

This amendment shall be effective immediately upon full execution of this amendment.

Approved by the Contractor:

Signature: _____ Title: _____ Date: _____

Approved by Children's Services Division

By _____ Date: _____

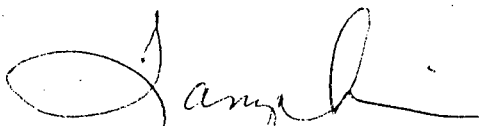
Reviewed by Contracts Officer: *Michelle Lupp* Date: 6-21-94

Approved for Legal Sufficiency: *Lawrence R. Young* Asst. A.G., Date: June 21, 1994

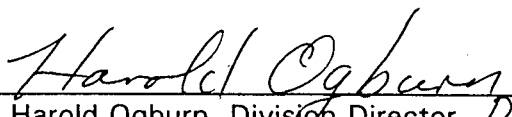
INTERGOVERNMENTAL CONTRACT
AMENDMENT AGREEMENT
Children's Services Division

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

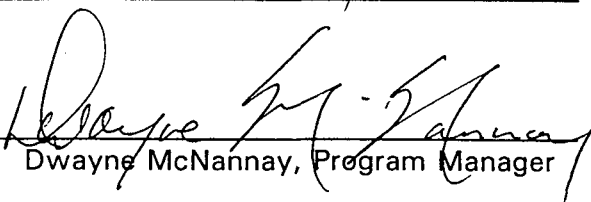
MULTNOMAH COUNTY, OREGON

By: 
~~Beverly Stein, Chair~~ Tanya Collier, Vice-Chair
Board of County Commissioners

Date: June 30, 1994

By: 
Harold Ogburn, Division Director *DM*

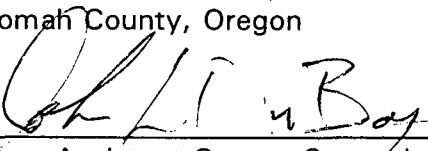
Date: 6/21/94

By: 
Dwayne McNannay, Program Manager

Date: 6/21/94

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: 
Assistant County Counsel
John L. DuBay

Date: June 22, 1994

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

Meeting Date: JUN 30 1994
Agenda No: C-4

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: FY94/95 revenue contract with State Senior/Disabled Services Division

BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: June 30, 1994
Amount of time: 5 minutes

DEPARTMENT: AGING SERVICES

DIVISION: Aging Services

CONTACT: Caroline Sullivan/Kathy Gillette
6841

TELEPHONE: 248-3620

BLDG/RM#: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Kathy Gillette

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Aging Services Division requests approval of the attached revenue contract #102575 (State # AAA-FY95-10330-0) with the State Senior and Disabled Services Division for the period July 1, 1994 through June 30, 1995.

The purpose of this agreement is to continue the services for elderly residents provided through the four-year area plan for aging services in Multnomah County. Services include planning, coordination, advocacy, long term care, community services, adult care home licensing, Public Guardian and Conservatorship and other services which benefit older residents of Multnomah County. Fiscal Year 1994-95 is year four of the four-year plan.

Total revenues from this agreement are in the amount of \$11,049,954. Revenue sources include Oregon Project Independence, the Older Americans Act, Medicaid and other federal sources. The budget and technical amendments already submitted by the Aging Services Division for FY94/95 include the revenues contained in this agreement.

6/30/94 ORIGINALS to Caroline Sullivan (pickup)
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: CMZ

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

RECEIVED
JUN 21 PM 12:20
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH AVE., 3RD FLOOR
PORTLAND, OREGON 97204-2238
SENIOR HELPLINE: (503) 248-3646
ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

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: Beverly Stein, Chair
Board of County Commissioners

FROM: Jim McConnell, Director *JM by LF*
Aging Services Division

DATE: June 20, 1994

SUBJECT: FY94/95 Revenue Contract #102575 (State # AAA-FY95-10330-0) with
State Senior and Disabled Services Division

Recommendation: The Aging Services Division recommends that the Board of County Commissioners approve the attached revenue contract #102575 (State # AAA-FY95-10330-0) with the State Senior and Disabled Services Division, for the period July 1, 1994 through June 30, 1995.

Analysis: This contract provides funds in the amount of \$11,049,954 to continue services for elderly residents in Multnomah County. Services include planning, coordination, advocacy, long term care, community services, adult care home licensing, Public Guardian and Conservatorship, and other services which benefit older residents of Multnomah County. Fiscal Year 1994-1995 is year four of a four year plan of action.

Revenues are from multiple sources, including State Oregon Project Independence (OPI), the federal Older Americans Act of 1965, as amended, and federal Title XIX of the Social Security Act.

Fiscal Impact: These revenues are already included in the County budget for FY94/95. No budget action is required.

Legal Issues: None

Controversial Issues: None

Link to Current County Policies: This revenue contract with the state Senior and Disabled Services Division provides State and Federal funding for the Area Agency on Aging Plan of Action FY94/95. This plan, required by the federal Older Americans Act includes descriptions, goals and objectives for administration, planning, contracting, services, and budget for the service system for older residents of Multnomah County during FY94/95. Initiatives and goals from the Aging Services Division strategic plan AGING CHALLENGES OF TOMORROW are included in the Area Plan document. This plan is consistent with County Program Budget Performance Trends, Key Results, and Issues and Opportunities.

Citizen Participation: The Portland Multnomah Commission on Aging (PMCoA) held public hearings in April 1994 on the plan which this revenue contract funds. The PMCoA and its AAA Committee have reviewed and approved the plan.

tlssd95



CONTRACT APPROVAL FORM (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102575

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 BY MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-4</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Aging Services Division Division Aging Services Date June 20, 1994

Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Administrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Description of Contract State revenue contract with Senior & Disabled Services Division providing funding for Aging Services Division administration, Long Term Care, and contracted community services. Covers Year 4 of 4 year plan for Aging Services.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Senior and Disabled Services DivisionMailing Address 500 Summer St NESalem OR 97310-1015Phone (503) 378-4728Employer ID# or SS# N/AEffective Date July 1, 1994Termination Date June 30, 1995

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 11,049,954Remittance 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 *Cal. B.*Purchasing Director
(Class II Contracts Only) *[Signature]*County Counsel *[Signature]*County Chair / Sheriff *[Signature]*Contract Administration
(Class I, Class II Contracts Only) _____Encumber: Yes ☐ No ☐Date June 20, 1994

Date _____

Date 20 June 94Date June 30, 1994

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.		SEE ATTACHED										
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

CONTRACT APPROVAL FORM SUPPLEMENT

ASD COMMUNITY SERVICES PROGRAM

CONTRACTOR: SDDS REVENUE CONTRACT SDDS #AAA-FY95-10330-0

CONTRACT#: 102575 MOD #: 1 DATE: 6/17/94 6/17/94

LINE	FUND	AGENCY	ORG CODE	REVENUE CODE	LGFS	DESCRIP	ORIGINAL AMOUNT	MOD 1	MOD 2	MOD 3	FINAL AMOUNT
1	156	010	1700	2063	III-D		\$25,371				\$25,371
2	156	010	1700	2064	III-B		806,236				806,236
3	156	010	1700	2065	III-C-1		415,346				415,346
4	156	010	1700	2066	III-C-2		493,891				493,891
5	156	010	1700	2067	IIIF		60,409				60,409
6	156	010	1700	2070	VII-B		8,482				8,482
7	156	010	1700	2387	OPI		986,363				986,363
8	156	010	1700	2609	TITLE XIX		8,253,856				8,253,856
TOTAL							11,049,954				11,049,954

ORIGINAL

MC# 102575

Oregon

SDSD Contract #AAA-FY95-10330-0

DEPARTMENT
OF HUMAN
RESOURCES

CONTRACT FOR SERVICES

Human Resources Bldg.

This contract is between the State of Oregon acting by and through its Department of Human Resources, Senior and Disabled Services Division, hereinafter called "Division", and

SENIOR AND
DISABLED
SERVICES
DIVISION

Multnomah County, Aging Services Division
421 SW Fifth
Portland OR 97204

Encouraging
independence,
dignity and
quality of life

A Type 'B' Area Agency on Aging, hereinafter referred to as "AGENCY".

I. PURPOSE

The purpose of this amendment is the continuation of a cooperative effort between the DIVISION and the AGENCY for the provision of services to senior and disabled individuals in the State of Oregon. By this reference, the area plan is made a part of this contract.

II. TERM

This amendment is for the period July 1, 1994 through June 30, 1995, or when signed by all parties, whichever date is later.

III. STATEMENT OF WORK

Under this amendment, AAA will conduct activities and provide services as indicated in the area plan.

These activities and services will be provided as described in the following:

1. PART 1, SIGNATORS AND MATRIXES OF SERVICE OBJECTIVES AND RESOURCES AND FUNDING AND CONTRACT AMOUNTS;
2. PART 2, AREA AGENCY PLAN;
3. PART 3, GENERAL PROVISIONS; and,
4. PART 4, SPECIAL ASSURANCES

IV. CONSIDERATION

DIVISION agrees to pay AGENCY not to exceed \$11,049.954, for the period
500 Summer St. NE, Salem, OR 97310-1015 • (503) 945-5811 Voice/TDD
Toll Free 1-800-282-8096 Voice/TDD • (503) 373-7823 Fax



Barbara Roberts
Governor

"We do not discriminate in employment, services or activities."

July 1, 1994 through June 30, 1995, as detailed on the attached Matrices for accomplishment of the work as described in Part 2. Area Agency Plan.

V. DESIGNATION OF LIAISON

DIVISION and AGENCY intend to administer this contract through the following designated liaisons:

DIVISION: Assistant Administrator for Program Assistance
313 Public Service Building
Salem, OR 97310

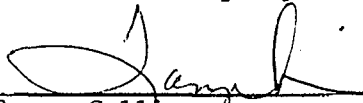
AGENCY: Area Agency on Aging Director

Any official notice regarding this contract must be made in writing and mailed by certified mail. Such notice shall become effective as of the date of mailing by certified mail and shall be deemed sufficiently given if sent to the address above or such other address as may be specified by written notice to the DIVISION.

VII. SIGNATURES

AGENCY

Multnomah County Commissioners
(Print Name of Agency)

By  Date _____
Tanya Collier
Title Vice-Chair 6/30/94

DIVISION

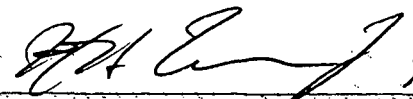
State of Oregon, by and
through its Department of
Human Resources, Senior and
Disabled Services Division

By _____ Date _____
Administrator/Designee

VI. REVIEWED:

By  6/20/94
Assistant Administrator Date
Program Assistance

REVIEWED:
LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By  10 June 94
H. H. Lazenby, Jr. Date
Assistant County Counsel

10512/dh/2
06-24-91

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

* May 24, 1994 *

AREA PLAN FUNDING AND CONTRACT MATRIX

	Type B Funds	PART B Social Services	PART C-1 Congregat Meals	PART C-2 Home Del Meals	PART D In- Home Services	PART F Preventive Health	PART G Abuse Prevention	VII-B Elder Abuse	Other State Funds	Oregon Project Independence		TOTAL FUNDS
										60 Plus	Under 60	
FY 1995 Allocation	8,211,916	596,686	832,359	208,715	15,371	40,409	0	8,482	0	986,363	0	10,900,301
Carryover Amount	41,940	35,550	30,987	11,176	10,000	20,000	0	0	0	0	0	149,653
Transfers	0	174,000	(448,000)	274,000	0	0	0	0	0	0	0	0
Total Funds Available	8,253,856	806,236	415,346	493,891	25,371	60,409	0	8,482	0	986,363	0	11,049,954
Previous Total Contract	0	0	0	0	0	0	0	0	0	0	0	0
SSD Funds This Cont Amendment	8,253,856	806,236	415,346	493,891	25,371	60,409	0	8,482	0	986,363	0	11,049,954
New Total Contract	8,253,856	806,236	415,346	493,891	25,371	60,409	0	8,482	0	986,363	0	11,049,954
Balance Available	0	0	0	0	0	0	0	0	0	0	0	0

State of Oregon
Department of Human Resources
Human Services Division
District 2 Multnomah

FY 94-95
ALL CONTRACTS

ATTACHMENT #2, Contract #AAAFY95-10330-0

E-1 Budget Objectives
Fiscal Year 1995

Contract #

Date 06/17/94

NAK Num (1)	Service Categories (2)	OPEN RESOURCES												IN-KIND RESOURCES										BUDGET OBJECTIVES			
		X13/SSSG (3)	111-B (4)	111-C1 (5)	111-C2 (6)	111-D (7)	111-F (8)	111-G (9)	111-H (10)	111-I (11)	111-J (12)	111-K (13)	111-L (14)	111-M (15)	111-N (16)	111-O (17)	111-P (18)	111-Q (19)	111-R (20)	111-S (21)	111-T (22)	111-U (23)	111-V (24)	111-W (25)	111-X (26)	111-Y (27)	
1	ASD Admin	818,764	111,983	65,797	0	0	0	0	95,589	0	0	59,378	642,444	0	130,642	772,105	0	1,924,619	0	0	1,924,619	0	NA	0	NA	NA	
1	ASD Admin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
1	ASD Admin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
1	ASD Admin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
1	ASD Admin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
1	ASD Admin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
2	ASD Admin	166,034	50,241	20,175	0	0	0	0	0	0	0	23,519	64,360	0	64,360	324,329	0	324,329	0	0	324,329	0	NA	0	NA	NA	
7	ASD Case Mgmt	6,292,435	0	0	0	0	0	0	0	0	0	0	0	0	12,900	12,500	0	6,305,335	0	0	6,305,335	0	NA	0	NA	NA	
10	Training	0	0	0	0	0	0	8,482	0	0	0	2,833	2,167	0	0	2,167	0	13,482	0	0	13,482	0	NA	0	NA	NA	
11	Outreach	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
0	Subtotal/ASD	7,277,235	162,224	85,972	0	0	0	8,482	95,589	0	0	85,720	708,971	0	140,542	802,533	0	8,567,765	0	0	8,567,765	0	NA	NA	NA	NA	
12	Info/Referral	72,482	123,865	5,595	0	0	0	0	0	0	0	0	20,104	0	12,919	33,013	0	231,955	0	7,182	242,137	39,719	6.10	38,008	5.37	5.59	
12a	Translation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
13	Outreach	0	26,099	12,848	0	0	0	0	0	0	0	0	0	0	2,132	2,132	0	101,079	0	16,248	117,327	24	4,888.63	NA	NA	4,122.79	
13a	Gatekeeper/24 Hr	64,042	0	0	0	0	0	0	0	0	0	0	53,809	0	15,000	60,199	0	132,651	0	0	132,651	0	NA	0	NA	NA	
17	Transportation	0	117,497	0	0	0	0	0	0	0	1,967	0	73,776	0	15,555	69,231	0	208,795	0	1,235	210,030	60,859	2.50	2,147	97.82	2.39	
0	Subtotal/Access	136,524	327,461	18,443	0	0	0	0	0	0	1,967	0	147,889	0	45,586	193,265	0	677,680	0	24,645	702,315	NA	NA	NA	NA	NA	
20	Guardian/Doms	290,076	0	0	0	0	0	0	0	0	0	0	55,663	0	35,000	91,663	0	381,679	0	0	381,679	0	NA	0	NA	NA	
21	Legal Assist	0	30,318	0	0	0	0	0	0	0	0	0	16,773	0	60,689	31,962	0	115,280	115,000	0	230,280	2,400	95.95	1,500	153.52	19.41	
0	Subtotal/Legal	290,076	30,318	0	0	0	0	0	0	0	0	0	71,873	0	104,689	174,545	0	496,959	115,000	0	611,959	NA	NA	NA	NA	NA	
22	Disproportionate Deal	0	0	310,931	0	0	0	0	0	0	159,191	0	0	0	140,943	140,943	168,477	779,542	0	246,565	1,026,107	209,238	4.90	3,450	297.42	3.05	
22a	ISCH Disproportion	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
22a	Sr Ctr Operation	0	5,000	0	0	0	0	0	0	0	0	0	118,508	120,512	67,265	304,285	0	311,285	10,514	19,220	341,019	84	4,059.75	NA	NA	2,505.00	
25	Education	0	0	0	0	0	60,409	0	0	0	0	0	0	0	0	0	0	60,409	0	0	60,409	1,000	60.41	200	302.05	60.41	
27	Money Mgmt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
33	Volunteer Svcs	0	16,771	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16,771	0	3,900	20,271	5,792	3.50	0	NA	2.90	
34	Mental Health	117,802	0	0	0	0	0	0	0	0	0	0	79,270	0	0	79,270	0	197,072	0	0	197,072	0	NA	0	NA	NA	
37	Ctr. Renovation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
0	Subtotal/Comm.	117,802	21,771	310,931	0	0	60,409	0	0	0	159,191	0	197,728	120,512	206,208	526,499	168,477	1,365,099	10,514	269,285	1,644,808	NA	NA	NA	NA	NA	
41	Headset Deals	0	0	0	493,891	0	0	0	0	0	388,433	0	0	0	278,500	278,500	718,711	1,399,555	0	493,094	1,892,649	388,433	4.87	3,650	518.53	2.89	
41a	XIA H.D. Deals	0	0	0	0	0	0	0	0	0	0	0	0	0	224,000	224,000	46,837	710,837	0	97,606	368,443	76,268	4.83	300	1,228.14	0.61	
42	Companionship	0	0	0	0	0	0	0	100,000	0	0	0	0	0	0	0	0	100,000	0	0	100,000	14,000	7.14	350	285.71	7.14	
44	Home Care	0	0	0	0	0	0	0	372,277	0	30,000	0	0	0	0	0	0	402,277	0	0	402,277	34,210	11.76	950	423.45	11.76	
45	DEP - In Home	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
45	Personal Care	0	0	0	0	25,371	0	0	171,076	0	0	0	0	0	0	0	0	196,447	0	0	196,447	14,700	13.36	400	491.12	13.36	
46a	Alz Personal Care	0	0	0	0	0	0	0	0	0	500	0	0	0	0	0	0	500	0	0	500	55	9.09	5	100.00	9.09	
48	Chore	0	0	0	0	0	0	0	2,000	0	0	0	0	0	0	0	0	2,000	0	0	2,000	180	11.11	15	133.33	11.11	
51	Case Mgmt	0	264,462	0	0	0	0	0	190,563	0	1,000	172,700	197,296	221,210	26,648	455,154	0	1,583,919	0	2,100	1,086,019	41,777	26.00	4,125	263.28	25.07	
51a	Alz OPL Case Mgmt	0	0	0	0	0	0	0	0	2,500	0	0	0	0	0	0	0	2,500	0	0	2,500	295	8.47	25	100.00	8.47	
60	Day Care	0	0	0	0	0	0	0	72,136	0	1,107	0	0	0	0	0	0	73,243	0	0	73,243	690	33.69	20	1,162.15	33.69	
60a	Alz Day Care	0	0	0	0	0	0	0	0	1,000	0	0	0	0	0	0	0	1,000	0	0	1,000	226	4.42	20	50.00	4.42	
61	Respite Care	0	0	0	0	0	0	0	27,722	0	1,386	0	0	0	0	0	0	29,108	0	0	29,108	1,850	15.73	35	831.66	15.73	
61a	Alz Respite	0	0	0	0	0	0	0	0	1,000	0	0	0	0	0	0	0	1,000	0	0	1,000	266	3.76	15	66.67	3.76	
0	Subtotal/Inhome	0	264,462	0	493,891	25,371	0	0	885,774	5,000	421,266	172,700	197,296	221,210	539,148	957,654	265,568	1,512,386	0	992,000	4,105,186	NA	NA	NA	NA	NA	
63	WFL Licensing	472,199	0	0	0	0	0	0	0	0	0	0	2,606	0	131,000	533,606	0	565,805	0	0	565,805	0	NA	0	NA	NA	
63a	Temp Res Care	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
63b	Alz Temp Res Care	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
63c	WFL Res Care	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
0	Subtotal/WFL	472,199	0	0	0	0	0	0	0	0	0	0	2,606	0	131,000	533,606	0	565,805	0	0	565,805	0	NA	NA	NA	NA	
Page/Grand Total		8,253,866	606,236	415,346	493,891	25,371	60,409	8,482	981,383	5,000	583,124	238,430	1,376,216	341,722	1,172,703	2,810,141	15,035	15,105,694	125,514	188,750	16,197,958	NA	NA	NA	NA	NA	

JUN 20 '94 11:17AM SDD PROGRAM ASSISTANCE

Meeting Date: JUN 30 1994

Agenda No: C-5

(Abovespace for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: Intergovernmental agreement with Portland State University for evaluation of program funded through Administration on Aging federal grant program "Beyond Bricks and Mortar"

BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: June 23, 1994
Amount of time: 5 minutes

DEPARTMENT: Social Services

DIVISION: Aging Services

CONTACT: Caroline Sullivan

TELEPHONE: 248-3620

BLDG/RM#: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Kathy Gillette

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (include statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):
Aging Services Division requests approval for the attached contract with Portland State University to evaluate the "Beyond Bricks and Mortar" 2 year demonstration program funded by a grant from the federal Administration on Aging. The purpose of the grant is to develop and implement Supportive Services in Federally Assisted Housing to enable recipients to remain longer at home. The contract with Portland State University is for the period May 1, 1994 through June 30, 1996.

The contract for evaluation is for \$15,000 for the entire grant period. A grant award in the amount of \$99,997 has been received for the first grant year. A budget amendment authorizing funds for FY93/94 is scheduled for Board hearing on 6/30/94. Funds have been budgeted for FY94/95.

The Board approved a Notice of Intent for this grant to initiate services for an estimated 50 frail low-income elderly. Major goals of the project are to maximize resources by pooling and coordinating resources and to offer a more comprehensive array of services than would otherwise be available. Part of the focus will be on the development and implementation of a minority outreach and supportive services model in several Multnomah or Clackamas County housing developments.

Other major participants are the State Senior and Disabled Services Division to provide resources for the direct services, Multnomah County's Housing and Community Development Division for ongoing support and enhancement for its "No Place Like Home" project, and Clackamas County as an additional site location.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 6/30/94 originals to Caroline Sullivan
OR
DEPARTMENT MANAGER: Jim McConnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
0516C/63
bccaoa.psu



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH AVE., 3RD FLOOR
PORTLAND, OREGON 97204-2238
SENIOR HELPLINE: (503) 248-3646
ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

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

TO: Beverly Stein, Chair
Board of County Commissioners

FROM: Jim McConnell, Director
Aging Services Division *Jim McConnell*

DATE: June 17, 1994

SUBJECT: Intergovernmental Agreement #105214 with Portland State University,
Institute on Aging, for Evaluation of Federal Administration on
Aging Grant "Beyond Bricks and Mortar"

Retroactive Status: This agreement is retroactive to May 1, 1994. The contract was delayed in processing because of the complexities meeting requirements of 5 governmental entities (federal, state and local) and the coordination of current and new project elements.

I. Recommendation: The Aging Services Division recommends approval of the attached Intergovernmental Agreement #105214 with Portland State University, Institute on Aging, to provide program evaluation of a 2 year federal Administration on Aging funded demonstration grant "Beyond Bricks and Mortar" for the period May 1, 1994 through June 30, 1996.

II. Background/Analysis: This agreement provides program evaluation for a two year demonstration program involving the provision of supportive in-home services to residents of public housing in Multnomah and Clackamas Counties to enable persons to "age in place". This contract provides for a plan for evaluation, data collection, and data analysis; ongoing analysis of collected data; and 3 evaluation reports over the 2 year period of the grant.

Multnomah County, Aging Services Division, is the grantee for this program and is dispersing funds through inter-agency agreements, inter-governmental agreements, and contracts to implement the different components and carry out the objectives of the grant.

The Board approved a Notice of Intent for this project in September 1993. This contract needs Board approval because it is an inter-governmental agreement.

III. Financial Impact: A Grant Award in the amount of \$99,997 for the first grant period 1/15/94 through 1/14/95 was received February 1994. A budget amendment is scheduled to be heard by the Board on June 30, 1994 authorizing funds for this and other contracts during FY93/94. Funds will be budgeted through a budget modification for FY94/95.

The grant period covers three County fiscal years (FY94, FY95 & FY96). Funds will be budgeted both in the Aging Services and the Community and Family Services Divisions. Aging Services will contract out funds to Clackamas County, Portland State University and other consultants and providers as called for in the grant proposal.

IV. Legal Issues: NA

V. Controversial Issues: NA

VI. Link to Current County Policies: This grant implements strategies contained in the Aging Services Division Strategic Plan "Aging Challenges of Tomorrow" to provide assistance to enable older persons to stay at home and supports Aging Services Division values for client choice.

VII. Citizen Participation: The Portland Multnomah Commission on Aging (PMCoA) has reviewed and approved the grant proposal. The "Beyond Bricks and Mortar" program will utilize resident councils in each of the housing units served by this program for citizen input to the program.

VIII. Other Government Participation: The evaluation to be provided by Portland State University will cover all components of the program, including services operated by Multnomah County's Community and Family Services and Aging Services Divisions, Clackamas County Department of Social Services and resources from the state Senior and Disabled Services Division (SDSD). A steering committee and small group task forces with representatives from all parties meet regularly. Written agreements with Clackamas County and SDSD are being developed.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 105214

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input checked="" type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-5</u> DATE <u>6/30/94</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;">BOARD CLERK</p>
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Department: _____ Division: Aging Services Date: 06/08/94

Contract Originator: Caroline Sullivan/June Schumann Phone: 248-3620 Bldg/Room: B161/3rd

Administrative Contact: Caroline Sullivan/Kathy Gillette Phone: 248-3620 Bldg/Room: B161/3rd


Description of Contract: Provides project evaluation for Administration on Aging (AoA) grant "Beyond Bricks and Mortar"

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

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

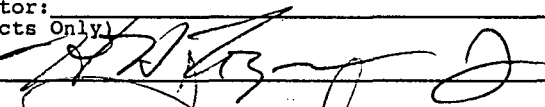
<p>Contractor Name: <u>Institute on Aging/PSU</u></p> <p>Mailing Address: <u>PO BOX 751</u></p> <p style="padding-left: 20px;"><u>Portland OR 97207-0751</u></p> <p>Phone: <u>(503) 725-3952</u></p> <p>Employer ID# or SS#: <u>3-6001786</u></p> <p>Effective Date: <u>May 1, 1994</u></p> <p>Termination Date: <u>June 30, 1996</u></p> <p>Original Contract Amount: <u>\$15,000</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: <u>\$15,000</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input type="checkbox"/> Monthly \$ _____</p> <p><input type="checkbox"/> Other \$ _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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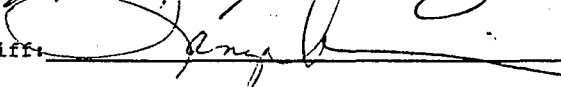
REQUIRED SIGNATURES:

Department Manager:  Date: 6-15-94

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel:  Date: 17 June 94

County Chair/Sheriff:  Date: June 30, 1994

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$				
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND	FY
01	156	010	1750		AS02	6110		1731	BB&M FY94 Consultant	5,000		94
01	156	010	1777		CCSS	6110		1731	BB&M FY95 Consultant	10,000		95 & 96

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

#105214
ORIGINAL

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into upon execution, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon and Institute on Aging, Portland State University (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

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

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

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

1. Term.

The term of this Agreement shall be from May 1, 1994 through June 30, 1996, unless sooner terminated under the provisions hereof.

2. Services.

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

A. Design an evaluation plan for three components within the Beyond Bricks and Mortar Administration on Aging Grant. These components include ACCESS (also referred to as "No Place Like Home"), Intensive Service Teams, and FIRST. The evaluation plan will include:

- 1) instrument development and testing
- 2) data collection plan
- 3) data analysis plan

B. Provide on-going analysis of evaluation data gathered from these three components.

C. Submit written reports on the progress of the evaluation on a schedule required by the Administration on Aging.

D. Prepare a final written report of the findings of the project evaluation.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR up to \$15,000 for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

- 1) \$1,000 upon signing of the contract
- 2) \$4,000 upon presentation of the plan of evaluation
- 3) \$5,000 on January 1, 1995 upon presentation of an interim report of the evaluation

4) \$3,000 on June 1, 1995 upon presentation of an interim report of the evaluation

5) \$2,000 on or about January 15, 1996 upon production of final evaluation report.

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

4. CONTRACTOR is Independent Contractor.

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

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

5. Workers' Compensation Insurance

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

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

6. Contractor Identification.

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

7. Subcontracts and Assignment.

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

8. Access to Records.

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

9. Work is Property of County

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

10. Adherence to Law.

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

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

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

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

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

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

11. Modification.

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

12. Integration.

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

13. Non-Violation of Tax Laws.

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

14. Early Termination.

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

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

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

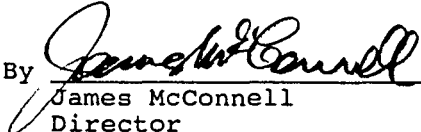
B. Payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

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

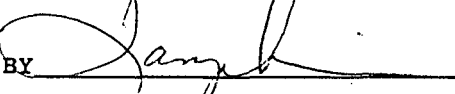
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

MULTNOMAH COUNTY, OREGON

INSTITUTE ON AGING
PORTLAND STATE UNIVERSITY

By  6-15-94
James McConnell Date
Director
Aging Services Division

By _____ Date _____
Elizabeth A Kutza
Director
Institute on Aging

BY  6/30/94
Tanya Collier, Vice-Chair Date

BY _____ Date _____
Jay D. Kenton
Director
Business Affairs Office

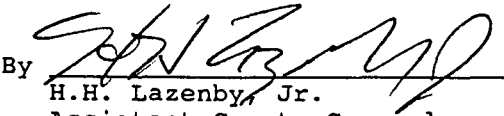
APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

BY _____
Roy W. Koch
Vice Provost for Graduate
Studies and Research

Contractor's I.D. #

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By  17 June 94
H.H. Lazenby, Jr. Date
Assistant County Counsel

(For Clerk's Use) Meeting Date _____
Agenda No. _____

JUN 30 1994

C-6

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 30, 1994

(Date)

DEPARTMENT: AGING SERVICES DIVISIONCONTACT: Kathy GilletteTELEPHONE: 248-3620*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnell

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

ASD Budget Modification #ASD-9410 adds \$13,200 to Aging Services Division budget, and \$13,309 to Community and Family Services Budget, from a federal Administration on Aging grant.

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

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

ASD Budget Modification #ASD-9410 adds professional services funds to Aging Services Division, and Community and Family Services budgets, for the AoA "Beyond Bricks and Mortar" grant.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- o Increase Org 1750, ASD Community Services, by:
 - \$12,200 Federal Title IV funds
 - 1,000 County General Funds - Indirect
- o Increase Org 5585, Housing and Community Development, CFS Division, by:
 - \$12,300 Federal Title IV funds
 - 1,009 County General Funds - Indirect

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

(Specify Fund) _____ Contingency before this modification (as of _____) (Date)

After this modification

RECEIVED
JUN 27 1994
CLERK OF
COUNTY OF
OREGON

Originated By <i>[Signature]</i>	Date <i>June 30, 1994</i>	Department Manager <i>[Signature]</i>	Date <i>June 30, 1994</i>
Finance/Budget <i>[Signature]</i>	Date <i>6-21-94</i>	Employee Relations <i>[Signature]</i>	Date <i>June 30, 1994</i>
Board Approval <i>[Signature]</i>	Date <i>6/30/94</i>		

EXPENDITURE

ADMINISTRATION ON AGING GRANT

ASD #9410

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1993-94

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	5585			6110			12,300		PROFESSIONAL SERVICES
		156	010	5585			7100			1,009		INDIRECT
		156	010	1750			6110			12,200		PROFESSIONAL SERVICES
		156	010	1750			7100			1,000		INDIRECT
TOTAL EXPENDITURE CHANGE										26,509		TOTAL EXPENDITURE CHANGE

File Name: ASD9405.wq1

REVENUE

ADMINISTRATION ON AGING GRANT

ASD #9407

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1993-94

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Rev. Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	5585			2078			12,300		TITLE IV
		156	010	5585			7601			1,009		CGF - INDIRECT
		156	010	1750			2078			12,200		TITLE IV
		156	010	1750			7601			1,000		CGF - INDIRECT
TOTAL REVENUE CHANGE										26,509		TOTAL REVENUE CHANGE

File Name: ASD9410.wq1



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH AVE., 3RD FLOOR
PORTLAND, OREGON 97204-2238
SENIOR HELPLINE: (503) 248-3646
ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

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: Beverly Stein, County Chair

FROM: Jim McConnell, Director
Aging Services Division *Jim McConnell*

DATE: June 16, 1994

SUBJECT: ASD Budget Modification #ASD-9410: Adds "Beyond Bricks and Mortar" funds to Aging Services Division and Housing and Community Services Budgets

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached Budget Modification #ASD-9410.

Background/Analysis: Budget Modification #ASD-9410 adds funds for the "Beyond Bricks and Mortar" Administration on Aging grant to both Aging Services Division and Housing and Community Development of the Community and Family Services division. These funds will support a pilot project developing intensive services to low-income frail elderly in public housing, including possible capitated services.

This grant is a two year grant from the federal Administration on Aging, which will cross three fiscal years.

Financial Impact: The Budget Modification shows a net increase of \$13,200 to ASD's budget, and \$13,309 to CFS' budget.

Legal Issues: None.

Controversial Issues: None.

ASD-9410z

Link to Current County Policies: This project links local and state governments in developing more efficient ways of delivering services to elderly residing in public housing.

Citizen Participation: PMCOA and citizen advocates are involved in ASD's budget and decision-making processes. In addition, residents of the selected public housing will be involved in this project.

Other Government Participation: This is a joint project among Aging Services and Community And Family Services Divisions in Multnomah County; Clackamas County Aging Services; the Housing Authority of Portland; Portland State University's Institute on Aging; and Senior and Disabled Services Division of the state of Oregon.

MEETING DATE: JUN 30 1994

AGENDA NO: C-7

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Amendment #2 with Portland Public Schools

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 18, 1994

Amount of Time Needed: 5 Minutes

DEPARTMENT: _____ DIVISION Community and Family Services

CONTACT: Rey Espana TELEPHONE #: 248-3691 x 4837
BLDG/ROOM #: 161/2nd Floor

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Susan Clark

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of Amendment #2 between the Multnomah County Community and Family Services Division's Child and Adolescent Mental Health Program and Portland Public Schools effective April 1, 1993 through June 30, 1994. The agreement attached adds Day Treatment Educational Services at the Nickerson Center and allows payment for services previously provided.

7/5/94 ORIGINALS TO CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: Lorenzo Poe / KS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the Office of the Board Clerk 248-5222

(WPDOC) 0516C/63

6/93

BOARD OF
COUNTY COMMISSIONERS
1994 JUN 21 PM 12:21
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND 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
Community and Family Services Division *LP/112*

DATE: May 9, 1994

REQUESTED PLACEMENT DATE:

RE: Approval Amendment #2 with Portland Public Schools

I. Action Requested:

Approval of amendment #2 to an Intergovernmental Agreement with Portland Public Schools.

II. Background/Analysis:

The amendment attached adds Day Treatment Educational Services for a fee of \$55.00 per hour for eligible Partners Project clients. In April 1994 the Nickerson Center, a program in the Portland Public Schools, accepted a client without realizing that it was a Partners Project client. Partners Project had a contract with another agency for this service but not with Portland Public Schools. Due to staff changes in the Partners office the error was not discovered until after the client was settled at Nickerson. Additionally, in May 1994 the Partners Project received a bill for services from Portland Public Schools for services provided during the 1992/93 fiscal year. Since the School District waited for almost two fiscal years to send the billing it is necessary to add the services to the current agreement to allow payment.

III. Financial Impact:

The expected payment for the Nickerson services should not exceed \$5,000 and the billing for the 1992/93 services, which will be made from carry-over funds, is \$10,790.

IV. Legal Issues: N/A

V. Controversial Issues: N/A

Page 2 of 2

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

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

Contract # 100344

Amendment # 2

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY</p> <p style="text-align: center;">BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-7</u> DATE <u>6/30/94</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;">BOARD CLERK</p>
--	--	---

Department: _____ Division: CFSD Date: MAY 31, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: Amendment #2 adds Day Treatment Educational Services and \$10,790 in carry-over funds to pay for services to a child enrolled at the Nickerson Center. This action is effective April 1 through June 30, 1994.

RFP/BID #: N/A IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

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

<p>Contractor Name: <u>PORTLAND PUBLIC SCHOOLS</u></p> <p>Mailing Address: <u>501 N DIXON, ATTN: ROSE BOND</u></p> <p style="text-align: center;"><u>PORTLAND OR 97214</u></p> <p>Phone: <u>280-5840</u></p> <p>Employer ID# or SS#: <u>93-6000830</u></p> <p>Effective Date: <u>APRIL 1, 1994</u></p> <p>Termination Date: <u>JUNE 30, 1994</u></p> <p>Original Contract Amount: \$ <u>REQUIREMENTS</u></p> <p>Total Amt of Previous Amendments: \$ <u>22,387.28+REQ.</u></p> <p>Amount of Amendment: \$ <u>10,790</u></p> <p>Total Amount of Agreement: \$ <u>33,177.28+REQ.</u></p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"><tr><td style="width: 50%;">Payment Schedule</td><td style="width: 50%;">Terms</td></tr><tr><td><input type="checkbox"/> Lump Sum \$ _____</td><td><input type="checkbox"/> Due on Receipt</td></tr><tr><td><input type="checkbox"/> Monthly \$ _____</td><td><input type="checkbox"/> Net 30</td></tr><tr><td><input checked="" type="checkbox"/> Other \$ <u>COST REIMBURSEMENT</u></td><td><input type="checkbox"/> Other</td></tr><tr><td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td></tr><tr><td colspan="2">Purchase Order No. _____</td></tr><tr><td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td></tr><tr><td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr></table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>COST REIMBURSEMENT</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
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<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30																
<input checked="" type="checkbox"/> Other \$ <u>COST REIMBURSEMENT</u>	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Solengs Poe / RE* Date: May 31, 1994

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: *[Signature]* Date: June 20, 1994

County Chair/Sheriff: *[Signature]* Date: June 30, 1994

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01	156	010	1663			6060				10,790	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

MULTNOMAH COUNTY
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
INTERGOVERNMENTAL AGREEMENT
AMENDMENT NUMBER 2

DURATION OF AGREEMENT: APRIL 1, 1994 TO: JUNE 30, 1994

CONTRACT #: 100344-2

CONTRACTOR NAME: PORTLAND PUBLIC SCHOOLS

TELEPHONE: (503) 249-2000

CONTRACTOR ADDRESS: 501 N. Dixon

I.R.S. NUMBER: 93-6000830

PORTLAND, OREGON 97227-1871

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 Portland Public Schools, 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.

COST REIMBURSEMENT

<u>Service Element</u>	<u>Fund Source</u>	<u>Total Annual Maximum Payable</u>	<u>Type of Unit/Slot</u>	<u>Basis of Reimbursement</u>
Special Projects/ Partners Project	MHS 37	Requirements	Hours of Educational Assistance Service	Hourly rate plus benefits for Educa- tional Assistants providing service
		\$22,387.28	Hours of Educational Assistance Service	Hourly rate plus benefits , per FY 92-93 contract
		Requirements	Day Treatment Educational Services	\$55/day
		\$10,790	Day Treatment Educational Services	\$55/day

CONTRACT NARRATIVE

Effective April 1, 1994. This amendment includes two actions:

1. This amendment adds day treatment educational services to the Partners Project services already provided by Portland Public Schools. This is intended to pay for a client enrolled in day treatment at Nickerson Center. Subject to the special conditions attached.

2. The amendment specifies that \$10,790 is made available from carry over funds to pay for day treatment educational services rendered in FY 1992-93 but not billed until May 1994.

MULTNOMAH COUNTY
COMMUNITY AND FAMILY SERVICES DIVISION
OFFICE OF CHILD AND ADOLESCENT MENTAL HEALTH
PARTNERS PROJECT
FISCAL YEAR 1993-1994 SPECIAL CONTRACT CONDITIONS

DAY TREATMENT EDUCATIONAL SERVICES - PORTLAND PUBLIC SCHOOLS

1. SERVICE DESCRIPTION

- 1.a The intent of this agreement is to provide a mechanism to pay Portland Public Schools, hereafter referred to as "CONTRACTOR", for Day Treatment Educational Services to Partners Project Clients not included in a Designated Service Agency's Day & Residential Treatment Services (DARTS) utilization report.
- 1.b "Designated Service Agency", in the context of this agreement, means a service provider that holds a contract with Children's Services Division/Mental Health & Developmental Disabilities Services Division to provide Day Treatment Services for whom CONTRACTOR provides the educational component for those services.
- 1.c Day Treatment Educational Services include education and related services as outlined in each Partners Project client's Individual Education Plan.

2. PERFORMANCE REQUIREMENTS

- 2.a CONTRACTOR agrees to provide Day Treatment Educational Services to children who are identified as Partners Project clients and accepted for admission at Designated Service Agencies.
- 2.b COUNTY assures that the Partners Project will transmit to the CONTRACTOR a list of participating clients and attendance dates for fiscal year 1993-94.
- 2.c COUNTY assures the Partners Project Managed Care Coordinator will transmit to the Designated Service Agency all pertinent evaluation and assessment information regarding each participating Partners Project client.
- 2.d CONTRACTOR agrees the educational component will be developed and implemented in conjunction with the treatment program according to Day and Residential Treatment Services (DARTS) Standards and Guidelines.
- 2.e CONTRACTOR assures the level of educational services provided

will parallel that provided to other students served by the Designated Service Agency.

- 2.f CONTRACTOR agrees to include the Partners Project Managed Care Coordinator in the development of the Individual Educational Plan for each Partners Project client.

3. PAYMENT PROCEDURES

- 3.a COUNTY agrees to pay CONTRACTOR up to \$55.00 per day for educational services to Partners Project clients NOT included in a Designated Service Agency's DARTS utilization report. Days of service will be calculated using actual days of attendance for each client, not including CONTRACTOR holidays, vacation days or teacher inservice days identified in CONTRACTOR 1993-1994 School Calendar.
- 3.b CONTRACTOR agrees to secure all Partners Project Educational Service payments in dedicated fund accounts for the sole use by the Designated Service Agency in which the client is served.
- 3.c CONTRACTOR agrees to submit a billing invoice for services provided during fiscal year 93-94 to the Partners Project. All billings must be received no later than July 31, 1994 to generate payments for services provided in fiscal year 93-94. The billing invoice must include the name of the service recipient, the type of service, the Designated Service Agency, the dates of client attendance and all applicable charges.

Please submit all invoices to:

Partner Project
Billings Section
426 SW Stark, 7th Floor
Portland, Oregon 97204

**PORTLAND PUBLIC SCHOOLS
AMENDMENT #2**

Contract#100344-02

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their
their authorized officers.

CONTRACTOR

MULTNOMAH COUNTY, OREGON

By _____
Deputy Clerk

By James Edmondson
James Edmondson, Program Manager

Date _____

Date May 24, 1994

APPROVED AS TO FORM:

By _____
Staff Attorney

By Lorenzo Poe Jr
Lorenzo T. Poe, Jr.,
Division Director

Date _____

Date May 31, 1994

By Tanya Collier
Tanya Collier
Multnomah County Vice-Chair

Date June 30, 1994

REVIEWED:

**LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon**

By Assistant County Counsel
Assistant County Counsel

Date 20 June 94

MEETING DATE: JUN 30 1994

AGENDA NO: C-8

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: FY 1994-95 Contract Renewal Between Community and Family Services Division and Oregon Commission for the Blind, for Vocational Services for People with Developmental Disabilities

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: _____ **DIVISION:** Community & Family Svcs

CONTACT: Lorenzo Poe/Dennis Adams **TELEPHONE:** 248-3691

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division is renewing its annual contract with the Oregon Commission for the Blind, to purchase employment and alternative services for people with developmental disabilities. The contract is on a requirements basis, to allow for purchase of services at the individualized client rate.

7/5/94 ORIGINALS to Cilla Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe / DP

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

ocb95.bcc

BOARD OF
COUNTY COMMISSIONERS
1994 JUN 23 PM 1:47
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND 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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Community and Family Services Division *LP/RZ*

DATE: May 27, 1994

SUBJECT: FY 1994-95 Contract with Oregon Commission for the Blind, for
Employment Services for People with Development Disabilities

I. Recommendation/Action Requested: The Community and Family Services Division, Development Disabilities Program recommends Board of County Commissioner approval of the attached contract renewal with Oregon Commission for the Blind, for the period July 1, 1994 through June 30, 1995.

II. Background/Analysis: The Community and Family Services Division is renewing its contract with Oregon Commission for the Blind, to purchase employment and alternatives services for people with developmental disabilities.

The contract is a renewal agreement on a requirements basis, using individualized client rates to allow for the payment of services actually provided.

III. Financial Impact: The contract is on a requirements basis up to funds available.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: This service ties to the County benchmarks concerning access to health and mental health services.

VII. Citizen Participation: n/a

VIII. Other Government Participation: This contract represents an agreement between Multnomah County and Oregon Commission for the Blind for the provision of vocational and alternative services for people with developmental disabilities.

ocb95.srs

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 100505

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-8</u> DATE <u>6/30/94</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: _____ Division: Community & Family Services Date: May 27, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: Contract purchases employment and alternative services for persons with developmental disabilities.

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

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

<p>Contractor Name: <u>OR Commission for the Blind</u></p> <p>Mailing Address: <u>535 S.E. 12th</u> <u>Portland, OR 97214</u></p> <p>Phone: <u>(503)238-8375</u></p> <p>Employer ID# or SS#: <u>93-6001718</u></p> <p>Effective Date: <u>July 1, 1994</u></p> <p>Termination Date: <u>June 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>requirements</u></p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Payment Schedule</td> <td style="width: 50%;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>Allotment</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u></td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>Allotment</u>	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u>		Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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Purchase Order No. _____																	
<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u>																	
Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																	

REQUIRED SIGNATURES: Department Manager: [Signature] Date: May 27, 1994

Purchasing Director: [Signature] Date: _____

County Counsel: [Signature] Date: June 22, 1994

County Chair/Sheriff: [Signature] Date: June 30, 1994

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
								See	Attached		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

ocb95.caf

CONTRACTOR: Oregon Commission for the Blind Y

Contract #100505

Req'ts	
Estimates	\$420,245

[illegible]

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

#100505

TERM OF CONTRACT: From July 1, 1994
CONTRACTOR NAME: Oregon Commission for the Blind
CONTRACTOR ADDRESS: 535 S.E. 12th Avenue
Portland, Oregon 97214

To: June 30, 1995
TELEPHONE: (503)238-8375
IRS NUMBER: 93-6001718

This contract is between Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Oregon Commission for the Blind, hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Services and Service Levels

CONTRACTOR agrees to provide services within the service levels listed below. COUNTY agrees to reimburse CONTRACTOR for providing those services under the payment terms and up to the amounts specified below.

Service	Service Element	Units	Payment Method/Basis	Rate	Maximum Funds
Employment & Alternative Svc.	DD54	Req't	Monthly Allot/ Rate per Monthly Enrolled Client	Per Client Schedule	Req'ts
Employment Transportation	DD53	Req't	Monthly Allot/ Serv. Capacity	Per Client Schedule	Req'ts

2. Medicaid Billing Allocation

subject to contract conditions and program instructions, by this reference made part of this contract, 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. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates. All funds are disbursed by the Oregon Office of Medical Assistance Programs.

Service	Service Element	Units	Allocation
n/a			

3. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the COUNTY'S and State's service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the Request for Proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

b. CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects level, scope, or outcome of client services funded under this contract.

4. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

<u>Outcome</u>	<u>Program</u>	<u>% Goal</u>
Individuals showing maintenance or improvement in economic self-sufficiency during the year.	Devel Disabilities/ Vocational	80%

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

5. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$0. An additional advance up to 15 days of the contract funding amount, \$0, may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

6. Special Conditions

CONTRACTOR shall comply with special conditions and program instructions concerning services for people with developmental disabilities, specifically the following sections per service:

<u>Service</u>	<u>Manual Sections</u>
Employment & Alternative Service	1, 2
Employment Transportation	4

PART B. DIVISION-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall only be valid when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Community and Family Services Division and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are attached to this contract and by this reference incorporated herein.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

b. CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent.

CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

- 1) Be given voluntarily, without pressure or coercion;
- 2) Be informed (i.e., the person receives and can understand sufficient information);
- 3) Include the name of the specific persons or agencies to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

7. Contract Between State and County

For funds used by CONTRACTOR which are contracted from other sources to the COUNTY, CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in those certain contracts.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Community and Family Services Division as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action, Mental Health, Youth Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars (refer to Attachment A), Oregon Administrative Rules, COUNTY financial procedures, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records for each service shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract become the property of the COUNTY, to be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in

providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S Request for Qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to Audit Requirements pursuant to the Community and Family Services Division's current *Subcontractor's Financial Procedures*. Reviews and audits must meet criteria outlined in these *Procedures*. CONTRACTOR may be subject to a fiscal compliance audit and/or may be required to conduct an external limited scope or full audit under the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000;
- 2) Multnomah County contract funds exceed \$100,000;
- 3) Total agency budget exceeds \$500,000;

e. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall 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. If CONTRACTOR is a private non-profit entity, the auditor shall meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

f. Limited Scope and Full Audits shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

g. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR and COUNTY agree to indemnify, defend, and save harmless each other, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR or COUNTY, their employees, agents, or subcontractors. CONTRACTOR and COUNTY further agree to defend each other COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S, COUNTY'S or subcontractor's performance of their duties under this contract.

12. Independent Contractor Status

CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. CONTRACTOR shall obtain, and at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company authorized to do business in Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State or Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) days of contract execution.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage at a minimum for the amounts set forth in ORS Chapter 30.

14. Integration

The contract, including by reference program instructions/special conditions, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation

a. In cases of litigation arising out of this contract, the prevailing party shall be entitled to reasonable attorney's fees. Public bodies may be exempt from this provision provided each party agrees to bear its own legal costs in the event of litigation arising out of this contract.

b. CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, state, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract, whether stated in a statute or regulation as provided in Part B, Subsection 5.b., notice of award, Request for Proposal, or elsewhere, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this contract.

d. In taking enforcement action, COUNTY shall provide CONTRACTOR an opportunity for such hearing, appeal, or other administrative proceeding to which CONTRACTOR is entitled under any statute or regulation applicable to the action involved.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Attachment B. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan which will outline policies and activities that assure culturally competent services. The plan must address, at a minimum, the following standards:

- 1) Agency Board of Directors, staff, and volunteers are diverse.
- 2) Agency Board of Directors, staff, and volunteers are trained in issues regarding diversity and cultural competency.
- 3) Principles and values of the agency's Nondiscrimination Policy are incorporated into agency policies and procedures, agency publicity, and printed materials directed to program participants, employees, and applicants.
- 4) Culturally relevant and appropriate services are delivered.

This plan shall be submitted to COUNTY no later than 60 days after contract execution. Additionally, CONTRACTOR shall submit an annual report 30 days following end of the contract period indicating progress on the plan.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than those holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Payment Terms and Reports: All Contracts

a. CONTRACTOR shall be reimbursed for specific services based on the method of payment set forth under Part A. Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess

of one hundred percent of allowable program costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

d. All final requests for payment shall be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

20. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

c. Property and work products provided by CONTRACTOR under fee-for-service contract conditions are property of CONTRACTOR, except that billing documentation, e.g., client files and client assistance invoices (except as otherwise provided in accordance with federal and state statutes) and work products of CONTRACTOR which are specifically purchased through this contract are the exclusive property of COUNTY and upon termination of this contract shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service. Work products include books, documents, papers, audits, and records of the CONTRACTOR which are directly pertinent to this contract.

21. Payment Terms: Service Capacity and Cost Reimbursement

a. For contracts based on a service capacity payment method, subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Underexpenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th of the month following each calendar quarter. The initial Annual Budget is due within twenty (20) days of contract effective date; revised annual budget(s) is due within thirty (30) days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Cost Statement is due November 20th following the end of the contract year or within thirty (30) days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to cost statement reporting within thirty (30) days following the end of the contract period.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

22. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with state or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

23. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expensed through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/ Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

CONTRACTOR shall meet the following procedural requirements for all such property:

a. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use, and condition of the property.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

24. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified or except as follows:

a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

d. Records for any displaced person shall be retained for three years after such person has received final payment.

e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

25. Religious Content

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract. This is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

26. Request for Proposal

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

27. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28. Termination

a. This contract may be terminated by either party by thirty (30) days written notice to the other party.

b. Immediate termination by COUNTY may occur under any of the following conditions:

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

2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.

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

4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.

5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.

6) Upon evidence of improper or illegal use of funds provided under this contract.

7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. For fee-for-service programs, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For service capacity and cost-reimbursement programs, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

PART C: GENERAL CONDITIONS: DEVELOPMENTAL DISABILITIES

1. Fees

Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules.

2. Letter of Approval

CONTRACTOR must maintain a Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) in order to continue contracting for services through the COUNTY.

3. Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training, and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.


4. Retention of Revenue and Earned Income

All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the State Mental Health and Developmental Disability Services Division.

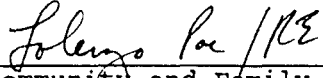
In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

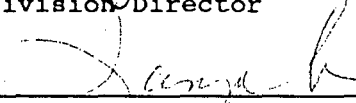
OREGON COMMISSION FOR THE BLIND

BY  6-2-94
Developmental Disabilities Date
Program Manager

BY _____ Date
Agency Executive Director

BY  5/27/94
Community and Family Services Date
Division Director

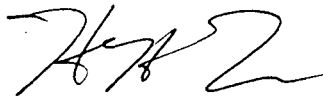
BY _____ Date
Agency Board Chair

BY  6/30/94
Tanya Collier Date
Multnomah County Vice-Chair

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

REVIEWED:

LAURENCE KRESSEL, County Counsel for
Multnomah County, Oregon

BY  6/22/94
H. H. Lazenby, Jr. Date

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATESCERTIFICATE OF COMPLIANCE WITH
SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including the following:

1. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with the following as applicable: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State MHDDSD funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

2. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

3. Environmental Protection

a. CONTRACTOR ensures that if federal funds payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

4. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

7. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

8. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

9. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

10. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

11. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

12. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

13. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;

2) The population eligible to be served by race, color, national origin, sex, age, and handicap;

3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;

4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and

6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

14. Federal Alcohol Drug Abuse and Mental Health Block Grant

If receiving such funds, CONTRACTOR shall comply with federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, Community Health Services Block Grant, CFDA #93.958, and Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959 will be restricted to only public or non-profit entities.

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATES

Attachment B

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. American Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment except when there is a bona fide occupational limitation. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;

b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;

c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;

e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;

f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;

g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATES

Attachment C

CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

MEETING DATE: JUN 30 1994

AGENDA NO: C-9

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: FY 1994-95 Contract Renewal Between Community and Family Services Division and City of Portland Parks and Recreation, for Vocational Services for People with Developmental Disabilities

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: _____ DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Dennis Adams TELEPHONE: 248-3691
BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division is renewing its annual contract with the City of Portland Parks and Recreation, to purchase employment and alternative services for people with developmental disabilities. The contract is on a requirements basis, to allow for purchase of services at the individualized client rate.

7/5/94 ORIGINALS TO CELIA THURREY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe / PC

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
pdxdd95.bcc

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUN 23 PM 1:48



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND 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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Community and Family Services Division *JP/RZ*

DATE: May 27, 1994

SUBJECT: FY 1994-95 Contract with City of Portland Parks and Recreation, for
Employment Services for People with Development Disabilities

I. Recommendation/Action Requested: The Community and Family Services Division, Development Disabilities Program recommends Board of County Commissioner approval of the attached contract renewal with City of Portland Parks and Recreation, for the period July 1, 1994 through June 30, 1995.

II. Background/Analysis: The Community and Family Services Division is renewing its contract with City of Portland Parks and Recreation, to purchase employment and alternatives services for people with developmental disabilities.

The contract is a renewal agreement on a requirements basis, using individualized client rates to allow for the payment of services actually provided.

III. Financial Impact: The contract is on a requirements basis up to funds available.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: This service ties to the County benchmarks concerning access to health and mental health services.

VII. Citizen Participation: n/a

VIII. Other Government Participation: This contract represents an agreement between Multnomah County and City of Portland Parks and Recreation for the provision of vocational and alternative services for people with developmental disabilities.

pdxdd95.srs

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

Contract # 100565

Amendment # _____

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-9</u> DATE <u>6/30/94</u></p> <p align="center"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: _____ Division: Community & Family Services Date: May 27, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: Contract purchases employment and alternative services for persons with developmental disabilities.

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

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

<p>Contractor Name: <u>City of Portland, Parks & Rec</u></p> <p>Mailing Address: <u>426 N.E. 12th</u> <u>Portland, OR 97232</u></p> <p>Phone: <u>(503)823-4328</u></p> <p>Employer ID# or SS#: <u>93-6002236</u></p> <p>Effective Date: <u>July 1, 1994</u></p> <p>Termination Date: <u>June 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>requirements</u></p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <td style="width:50%;">Payment Schedule</td> <td style="width:50%;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>Allotment</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u></td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>Allotment</u>	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u>		Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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Purchase Order No. _____																	
<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u>																	
Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																	

REQUIRED SIGNATURES:
Department Manager: *Solange Poe / MC* Date: May 27, 1994

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: *[Signature]* Date: June 22, 1994

County Chair/Sheriff: *[Signature]* Date: June 30, 1994

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC IND
								See	Attached		

CONTRACTOR: City of Portland, Parks & Recreation L

Contract #100565

Mod

Req'ts	
Estimates	\$43,814

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

#100565

TERM OF CONTRACT: From July 1, 1994
CONTRACTOR NAME: City of Portland, Parks and
Recreation
CONTRACTOR ADDRESS: 426 N.E. 12th
Portland, Oregon 97232

To: June 30, 1995
TELEPHONE: (503)823-4328
IRS NUMBER: 93-6002236

This contract is between Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and City of Portland, Parks and Recreation, hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Services and Service Levels

CONTRACTOR agrees to provide services within the service levels listed below. COUNTY agrees to reimburse CONTRACTOR for providing those services under the payment terms and up to the amounts specified below.

Service	Service Element	Units	Payment Method/Basis	Rate	Maximum Funds
Employment & Alternative Svc.	DD54	Req't	Monthly Allot/ Rate per Monthly Enrolled Client	Per Client Schedule	Req'ts

2. Medicaid Billing Allocation

Subject to contract conditions and program instructions, by this reference made part of this contract, 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. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates. All funds are disbursed by the Oregon Office of Medical Assistance Programs.

Service	Service Element	Units	Allocation
n/a			

3. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the COUNTY'S and State's service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the Request for Proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

b. CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of

service delivery that affects level, scope, or outcome of client services funded under this contract.

4. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

<u>Outcome</u>	<u>Program</u>	<u>% Goal</u>
Individuals showing maintenance or improvement in economic self-sufficiency during the year.	Devel Disabilities/ Vocational	80%

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

5. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$0. An additional advance up to 15 days of the contract funding amount, \$0, may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

6. Special Conditions

CONTRACTOR shall comply with special conditions and program instructions concerning services for people with developmental disabilities, specifically the following sections per service:

<u>Service</u>	<u>Manual Sections</u>
Employment & Alternative Service	1, 2

PART B. DIVISION-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall only be valid when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Community and Family Services Division and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are attached to this contract and by this reference incorporated herein.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

b. CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent.

CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

- 1) Be given voluntarily, without pressure or coercion;
- 2) Be informed (i.e., the person receives and can understand sufficient information);
- 3) Include the name of the specific persons or agencies to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

7. Contract Between State and County

For funds used by CONTRACTOR which are contracted from other sources to the COUNTY, CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in those certain contracts.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Community and Family Services Division as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action, Mental Health, Youth Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars (refer to Attachment A), Oregon Administrative Rules, COUNTY financial procedures, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records for each service shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract become the property of the COUNTY, to be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in

providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S Request for Qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to Audit Requirements pursuant to the Community and Family Services Division's current *Subcontractor's Financial Procedures*. Reviews and audits must meet criteria outlined in these Procedures. CONTRACTOR may be subject to a fiscal compliance audit and/or may be required to conduct an external limited scope or full audit under the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000;
- 2) Multnomah County contract funds exceed \$100,000;
- 3) Total agency budget exceeds \$500,000;

e. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall 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. If CONTRACTOR is a private non-profit entity, the auditor shall meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

f. Limited Scope and Full Audits shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

g. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR and COUNTY agree to indemnify, defend, and save harmless each other, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR or COUNTY, their employees, agents, or subcontractors. CONTRACTOR and COUNTY further agree to defend each other COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S, COUNTY'S or subcontractor's performance of their duties under this contract.

12. Independent Contractor Status

CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. CONTRACTOR shall obtain, and at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company authorized to do business in Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State or Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) days of contract execution.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage at a minimum for the amounts set forth in ORS Chapter 30.

14. Integration

The contract, including by reference program instructions/special conditions, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation

a. In cases of litigation arising out of this contract, the prevailing party shall be entitled to reasonable attorney's fees. Public bodies may be exempt from this provision provided each party agrees to bear its own legal costs in the event of litigation arising out of this contract.

b. CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract, whether stated in a statute or regulation as provided in Part B, Subsection 5.b., notice of award, Request for Proposal, or elsewhere, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this contract.

d. In taking enforcement action, COUNTY shall provide CONTRACTOR an opportunity for such hearing, appeal, or other administrative proceeding to which CONTRACTOR is entitled under any statute or regulation applicable to the action involved.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Attachment B. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan which will outline policies and activities that assure culturally competent services. The plan must address, at a minimum, the following standards:

- 1) Agency Board of Directors, staff, and volunteers are diverse.
- 2) Agency Board of Directors, staff, and volunteers are trained in issues regarding diversity and cultural competency.
- 3) Principles and values of the agency's Nondiscrimination Policy are incorporated into agency policies and procedures, agency publicity, and printed materials directed to program participants, employees, and applicants.
- 4) Culturally relevant and appropriate services are delivered.

This plan shall be submitted to COUNTY no later than 60 days after contract execution. Additionally, CONTRACTOR shall submit an annual report 30 days following end of the contract period indicating progress on the plan.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than those holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Payment Terms and Reports: All Contracts

a. CONTRACTOR shall be reimbursed for specific services based on the method of payment set forth under Part A. Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess

of one hundred percent of allowable program costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

d. All final requests for payment shall be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

20. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

c. Property and work products provided by CONTRACTOR under fee-for-service contract conditions are property of CONTRACTOR, except that billing documentation, e.g., client files and client assistance invoices (except as otherwise provided in accordance with federal and state statutes) and work products of CONTRACTOR which are specifically purchased through this contract are the exclusive property of COUNTY and upon termination of this contract shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service. Work products include books, documents, papers, audits, and records of the CONTRACTOR which are directly pertinent to this contract.

21. Payment Terms: Service Capacity and Cost Reimbursement

a. For contracts based on a service capacity payment method, subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Underexpenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th of the month following each calendar quarter. The initial Annual Budget is due within twenty (20) days of contract effective date; revised annual budget(s) is due within thirty (30) days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Cost Statement is due November 20th following the end of the contract year or within thirty (30) days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to cost statement reporting within thirty (30) days following the end of the contract period.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

22. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with state or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

23. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expensed through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/ Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

CONTRACTOR shall meet the following procedural requirements for all such property:

a. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of state and/or COUNTY funds used in the purchase of property; and location, use, and condition of the property.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

24. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified or except as follows:

a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

d. Records for any displaced person shall be retained for three years after such person has received final payment.

e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

25. Religious Content

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract. This is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

26. Request for Proposal

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

27. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28. Termination

a. This contract may be terminated by either party by thirty (30) days written notice to the other party.

b. Immediate termination by COUNTY may occur under any of the following conditions:

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

2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.

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

4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.

5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.

6) Upon evidence of improper or illegal use of funds provided under this contract.

7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. For fee-for-service programs, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For service capacity and cost-reimbursement programs, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

PART C: GENERAL CONDITIONS: DEVELOPMENTAL DISABILITIES

1. Fees

Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules.

2. Letter of Approval

CONTRACTOR must maintain a Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) in order to continue contracting for services through the COUNTY.

3. Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training, and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

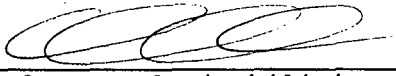
4. Retention of Revenue and Earned Income

All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the State Mental Health and Developmental Disability Services Division.

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

MULTNOMAH COUNTY

CITY OF PORTLAND, PARKS AND RECREATION

BY 
Developmental Disabilities
Program Manager

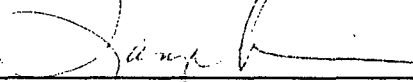
6.2.94
Date

BY _____
Agency Executive Director Date

BY  /ME
Community and Family Services
Division Director

5/27/94
Date


BY _____
Agency Board Chair Date

BY 
Tanya Collier
Multnomah County Vice-Chair

6/30/94
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

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

By 
H. H. Lazenby, Jr.

6/22/94
Date

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATESCERTIFICATE OF COMPLIANCE WITH
SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including the following:

1. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with the following as applicable: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State MHDDSD funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

2. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

3. Environmental Protection

a. CONTRACTOR ensures that if federal funds payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

4. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

7. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

8. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

9. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

10. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

11. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

12. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

13. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;

2) The population eligible to be served by race, color, national origin, sex, age, and handicap;

3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;

4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and

6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

14. Federal Alcohol Drug Abuse and Mental Health Block Grant

If receiving such funds, CONTRACTOR shall comply with federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, Community Health Services Block Grant, CFDA #93.958, and Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959 will be restricted to only public or non-profit entities.

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATES

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. American Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment except when there is a bona fide occupational limitation. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;

b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;

c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;

e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;

f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;

g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATES

Attachment C

CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

MEETING DATE: JUN 30 1994

AGENDA NO: C-10

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: FY 1994-95 Contract with Clackamas County, for Mental Health Day Treatment Services for Children with Mental Disabilities

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: _____ DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Elleen Deck TELEPHONE: 248-3691

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division is renewing a contract with Clackamas County to provide day treatment mental health services for children through the Partners Program. This is a requirements contract; the Multnomah County staff authorize and refer for services children based on their treatment plans.

7/5/94 ORIGINALS TO CILA THURSDAY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe/RE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

clack95.bcc

BOARD OF
COUNTY COMMISSIONERS
1994 JUN 21 PM 2:59
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND 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

TO: Board of County Commissioners
FROM: Lorenzo Poe, Director
Community and Family Services Division *LP/RZ*
DATE: May 27, 1994
SUBJECT: FY 1994-95 Contract with Clackamas County

I. Recommendation/Action Requested: The Community and Family Services Division, Childrens Mental Health and Youth Programs/Partners Project recommends Board of County Commissioner approval of the attached contract renewal with Clackamas County, for the period July 1, 1994 through June 30, 1995.

II. Background/Analysis: The Community and Family Services Division is renewing its contract with Clackamas County, for day treatment services for children with mental illness, through the Partners Project. Under this project, Division staff authorize services to be delivered by specific providers to children based on their treatment plans. Clackamas County is one such service provider.

The contract is a renewal agreement on a requirements basis. The requirements component allows the Division staff to buy the most appropriate service for the individual child from the most appropriate provider.

III. Financial Impact: The contract is requirements, for the amount of funds available to the Partners Project.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: This service ties to the County benchmark concerning access to mental health services.

VII. Citizen Participation: n/a

VIII. Other Government Participation: This contract represents an agreement between Multnomah County and Clackamas County for the provision of mental health services for children.

clack95.srs

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 100645

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$15,000	<input type="checkbox"/> Professional Services over \$15,000 (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 <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-10</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: _____ Division: Community & Family Services Date: May 27, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: Contract purchases mental health services for children with mental disabilities.

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

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

Contractor Name: <u>Clackamas County</u> Mailing Address: <u>P.O. Box 164</u> <u>Marylhurst, OR 97036-0164</u> Phone: <u>(503) 655-8651</u> Employer ID# or SS#: <u>93-6002286W</u> Effective Date: <u>July 1, 1994</u> Termination Date: <u>June 30, 1995</u> Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>Requirements</u>	Remittance Address (if different) _____ <table style="width: 100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>Fee for Service</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u></td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>Fee for Service</u>	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u>		Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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Purchase Order No. _____																	
<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u>																	
Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																	

REQUIRED SIGNATURES: Department Manager: *Lolene Poe/RCE* Date: May 27, 1994

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: *[Signature]* Date: June 20, 1994

County Chair/Sheriff: *[Signature]* Date: June 30, 1994

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
								See	Attached		

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

CONTRACTOR: Clackamas County i

Contract #100645

Mod

[illegible]

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

#100645

TERM OF CONTRACT: From July 1, 1994
CONTRACTOR NAME: Clackamas County
CONTRACTOR ADDRESS: P.O. Box 164
Marylhurst, Oregon 97036-0164

To: June 30, 1995
TELEPHONE: (503)655-8651
IRS NUMBER: 93-6002286W

This contract is between Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Clackamas County, hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Services and Service Levels

CONTRACTOR agrees to provide services within the service levels listed below. COUNTY agrees to reimburse CONTRACTOR for providing those services under the payment terms and up to the amounts specified below.

Service	Service Element	Units	Payment Method/Basis	Rate	Maximum Funds
Special Projects/ Partners (Day Treatment)	MHS 37	Req'ts	Per Monthly Invoice/Fee for Service	\$140/day/ client	Req'ts

2. Medicaid Billing Allocation

Subject to contract conditions and program instructions, by this reference made part of this contract, 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. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds are disbursed by the Oregon Office of Medical Assistance Programs.

Service	Service Element	Units	Allocation
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n/a

3. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the COUNTY'S and State's service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the Request for Proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

b. CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects level, scope, or outcome of client services funded under this contract.

4. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

<u>Outcome</u>	<u>Program</u>	<u>% Goal</u>
Consumers of child and adolescent outpatient mental health services will indicate a favorable response in bi-annual Consumer Satisfaction survey.	Childrens Mental Health/Partners	To be Determined

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

5. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$0. An additional advance up to 15 days of the contract funding amount, \$0, may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

6. Special Conditions

CONTRACTOR shall comply with special conditions and program instructions concerning services for people with mental illness, as referenced in Attachment D.

PART B. DIVISION-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall only be valid when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Community and Family Services Division and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are attached to this contract and by this reference incorporated herein.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

b. CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent.

CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

- 1) Be given voluntarily, without pressure or coercion;
- 2) Be informed (i.e., the person receives and can understand sufficient information);
- 3) Include the name of the specific persons or agencies to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

7. Contract Between State and County

For funds used by CONTRACTOR which are contracted from other sources to the COUNTY, CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in those certain contracts.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Community and Family Services Division as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action, Mental Health, Youth Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars (refer to Attachment A), Oregon Administrative Rules, COUNTY financial procedures, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records for each service shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract become the property of the COUNTY, to be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in

providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S Request for Qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to Audit Requirements pursuant to the Community and Family Services Division's current *Subcontractor's Financial Procedures*. Reviews and audits must meet criteria outlined in these *Procedures*. CONTRACTOR may be subject to a fiscal compliance audit and/or may be required to conduct an external limited scope or full audit under the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000;
- 2) Multnomah County contract funds exceed \$100,000;
- 3) Total agency budget exceeds \$500,000;

e. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall 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. If CONTRACTOR is a private non-profit entity, the auditor shall meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

f. Limited Scope and Full Audits shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

g. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR and COUNTY agree to indemnify, defend, and save harmless each other, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR or COUNTY, their employees, agents, or subcontractors. CONTRACTOR and COUNTY further agree to defend each other COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S, COUNTY'S or subcontractor's performance of their duties under this contract. Indemnification is 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.

12. Independent Contractor Status

CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. CONTRACTOR shall obtain, and at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company authorized to do business in Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State of Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) days of contract execution.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage at a minimum for the amounts set forth in ORS Chapter 30.

14. Integration

The contract, including by reference program instructions/special conditions, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation

a. In cases of litigation arising out of this contract, the prevailing party shall be entitled to reasonable attorney's fees. Public bodies may be exempt from this provision provided each party agrees to bear its own legal costs in the event of litigation arising out of this contract.

b. CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, state, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract, whether stated in a statute or regulation as provided in Part B, Subsection 5.b., notice of award, Request for Proposal, or elsewhere, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this contract.

d. In taking enforcement action, COUNTY shall provide CONTRACTOR an opportunity for such hearing, appeal, or other administrative proceeding to which CONTRACTOR is entitled under any statute or regulation applicable to the action involved.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Attachment B. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan which will outline policies and activities that assure culturally competent services. The plan must address, at a minimum, the following standards:

- 1) Agency Board of Directors, staff, and volunteers are diverse.
- 2) Agency Board of Directors, staff, and volunteers are trained in issues regarding diversity and cultural competency.
- 3) Principles and values of the agency's Nondiscrimination Policy are incorporated into agency policies and procedures, agency publicity, and printed materials directed to program participants, employees, and applicants.
- 4) Culturally relevant and appropriate services are delivered.

This plan shall be submitted to COUNTY no later than 60 days after contract execution. Additionally, CONTRACTOR shall submit an annual report 30 days following end of the contract period indicating progress on the plan.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than those holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Payment Terms and Reports: All Contracts

a. CONTRACTOR shall be reimbursed for specific services based on the method of payment set forth under Part A. Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess

of one hundred percent of allowable program costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

d. All final requests for payment shall be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

20. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

c. Property and work products provided by CONTRACTOR under fee-for-service contract conditions are property of CONTRACTOR, except that billing documentation, e.g., client files and client assistance invoices (except as otherwise provided in accordance with federal and state statutes) and work products of CONTRACTOR which are specifically purchased through this contract are the exclusive property of COUNTY and upon termination of this contract shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service. Work products include books, documents, papers, audits, and records of the CONTRACTOR which are directly pertinent to this contract.

21. Payment Terms: Service Capacity and Cost Reimbursement

a. For contracts based on a service capacity payment method, subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Underexpenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th of the month following each calendar quarter. The initial Annual Budget is due within twenty (20) days of contract effective date; revised annual budget(s) is due within thirty (30) days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Cost Statement is due November 20th following the end of the contract year or within thirty (30) days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to cost statement reporting within thirty (30) days following the end of the contract period.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

22. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with state or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

23. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expensed through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/ Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

CONTRACTOR shall meet the following procedural requirements for all such property:

a. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use, and condition of the property.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

24. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified or except as follows:

a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

d. Records for any displaced person shall be retained for three years after such person has received final payment.

e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

25. Religious Content

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract. This is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

26. Request for Proposal

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

27. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28. Termination

a. This contract may be terminated by either party by thirty (30) days written notice to the other party.

b. Immediate termination by COUNTY may occur under any of the following conditions:

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

2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.

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

4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.

5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.

6) Upon evidence of improper or illegal use of funds provided under this contract.

7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. For fee-for-service programs, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For service capacity and cost-reimbursement programs, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the state of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

PART C: GENERAL CONDITIONS: MENTAL HEALTH

1. Fees

Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules.

2. Certificate of Approval

CONTRACTOR must maintain a Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) or the State Office of Alcohol and Drug Abuse Programs in order to continue contracting for services through the COUNTY.

3. Client Injury or Death

a. CONTRACTOR agrees to report by phone all serious injuries or deaths that occur to clients enrolled in programs funded through this agreement on the same working day that they occur. If the injury or death occurs after normal business hours or on a weekend, it is to be reported on the next working day. The report should be directed to the Community Mental Health Director; or for adults, the Supervisor of the COUNTY Adult Mental Health Program and for children, the Manager of the Child and Adolescent Mental Health Program.

b. CONTRACTORS of adult mental health services further agree to follow up with a written Critical Incident Report to COUNTY in a timely manner, per current policy and procedures.

c. COUNTY will conduct a fact-finding inquiry into all such serious injuries and deaths reported.

4. Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training, and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

5. Retention of Revenue and Earned Income

All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds

belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the State Mental Health and Developmental Disability Services Division.

6. Title XIX Conditions

If CONTRACTOR provides services funded through Title XIX, CONTRACTOR shall comply with the following requirements:

a. CONTRACTOR shall provide services as identified and defined in the Mental Health and Developmental Disability Services Division document, *Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates*.

b. CONTRACTOR shall comply with OAR 309-16-000 through 309-16-130 "Medicaid Payment for Community Mental Health Services" and with Oregon Administrative Rules and program instructions applicable to each service element.

c. CONTRACTOR shall submit the results of each 90-day Utilization Review to the COUNTY, which shall include the Title XIX Utilization Review Report form, a summary of the Content Review, and a summary of the Completeness Review. These items are due ten (10) working days following the Utilization Review date.

d. CONTRACTOR shall conduct a Title XIX Billing Review every 90 days. The Billing Review shall include a review of 25 randomly chosen line-items from Medicaid billings of the previous 90 days. Each line-item shall be evaluated for compliance with the Medicaid documentation requirements. CONTRACTOR shall submit the results of each Billing Review to the COUNTY on the Title XIX Billing Review Report form, due with each Utilization Review Report.

e. CONTRACTOR shall enroll all individuals served with Medicaid funds in the State CPMS data system.

f. CONTRACTOR shall submit any special reports as may be reasonably requested by the COUNTY.

7. Title XIX Conditions for Services for Children and Adolescents

In addition to the conditions for Title XIX above, any CONTRACTOR providing Title XIX funded mental health services to children and adolescents shall meet the following conditions.


a. CONTRACTOR must hold a Certificate of Approval to provide Child & Adolescent Mental Health services.

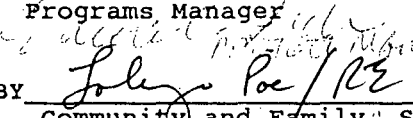
b. CONTRACTOR shall accept Medicaid eligible children and adolescents, ages 0 to 21 years old, for mental health evaluation and treatment services that are deemed medically necessary. If the appropriate treatment is not available at the CONTRACTOR agency, the CONTRACTOR shall refer the individual to other resources able to provide the appropriate treatment services.

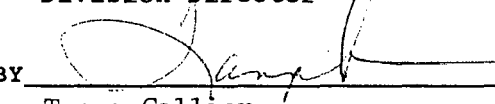
c. CONTRACTOR shall submit the Medicaid Allocation Utilization Quarterly Report to the COUNTY within ten (10) working days following the close of the report period.

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

MULTNOMAH COUNTY

BY  5/27/94
Childrens Mental Health & Youth Programs Manager Date

BY  5/27/94
Community and Family Services Division Director Date

BY  6/30/94
Tanya Collier Date
Multnomah County Vice-Chair

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

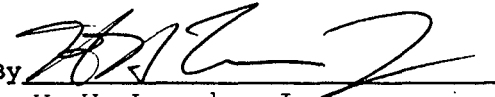
CLACKAMAS COUNTY

BY _____
Agency Executive Director Date

BY _____
Agency Board Chair Date

REVIEWED:

LAURENCE KRESSEL, County Counsel for
Multnomah County, Oregon

By  6/20/94
H. H. Lazenby, Jr. Date

CONFLICT STATEMENT

For all contracts in excess of \$1,000
NOTE: FAILURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST
MAY RESULT IN CONTRACT CANCELLATION

PART A

To the best of my knowledge, I certify that no owner, investor, or employee of this organization has a familial or financial relationship, as defined below, with any County employee(s) or official(s) who have responsibility for processing, awarding, funding, or monitoring this contract.

Familial relationships include spouse, children, stepchildren, parents, grandparents, grandchildren, brothers, sisters, fathers-in-law, mothers-in-law, sisters-in-law, or brothers-in-law.

Financial relationships include involvement of persons in the same partnership, joint venture, company, corporation, association, or any other organization or group of persons which could result in a monetary benefit to the enterprise or persons involved.

Signed _____ Date _____

PART B

I certify that the following is a complete list of familial and financial relationships, as defined above, between any owners, investors, or employees of my organization and any County employees or officials with responsibility for processing, awarding, funding, or monitoring this contract.

<u>Name of Related Owner, Investor, or Employee</u>	<u>Nature of Relationship</u>	<u>Name of County Employee or Official</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed _____ Date _____

CONTRACTOR shall assure comparable requirements and language are included in any subcontracts it may have for services under this contract.

FAILURE TO COMPLETE THIS FORM SHALL BE CAUSE FOR REJECTION.

Multnomah County

**MENTAL HEALTH
PROGRAM INSTRUCTIONS**

FY 1994-1995

CLACKAMAS COUNTY

MULTNOMAH COUNTY
COMMUNITY AND FAMILY SERVICES DIVISION
CHILD AND ADOLESCENT MENTAL HEALTH PROGRAM
PARTNERS PROJECT
FISCAL YEAR 1994-1995 CONDITIONS

6 DAY TREATMENT SERVICES - CLACKAMAS COUNTY DAY TREATMENT

6.1 SERVICE DESCRIPTION

6.1.1 Day Treatment Services are mental health treatment programs that provide community-based psychiatric services for children and adolescents with severe mental or emotional disturbances and for their families as an alternative to hospitalization or 24-hour care. Day Treatment Services consist of intake, assessment, and treatment planning; intensive therapy, therapeutic activities and consultation; individualized educational coordination and supports, and termination/transition and follow-up.

6.2 PERFORMANCE REQUIREMENTS

6.2.1 CONTRACTOR agrees to provide Day Treatment Services to children, ages 12 to 17 years, who are accepted for admission and identified as Partners Project clients.

6.2.2 COUNTY assures the Partners Project will notify CONTRACTOR of participating clients within the 1st month of their enrollment in the Partners Project.

6.2.3 COUNTY assures the Partners Project Managed Care Coordinator will transmit to the CONTRACTOR the following documentation regarding the referred child and adolescent: the initial Plan of Care with service authorizations; subsequently every 90-days a Plan of Care and authorizations for services; all evaluation and assessment information as requested and determined relevant.

6.2.4 CONTRACTOR agrees to conform to the Day and Residential Treatment Services (DARTS) Program Standards and Guidelines.

6.2.5 CONTRACTOR agrees to participate in the service planning for each Partners Project client by attending Partners Project Plan of Care meetings at the request and authorization of the Managed Care Coordinator and by maintaining ongoing contact with the Managed Care Coordinator.

CLACKAMAS COUNTY

6.2.6 CONTRACTOR assures that services will be implemented as developed and pre-authorized in the Partners Project Plan of Care. These services may include, but are not limited to:

- a) Individual, family, and/or group therapy;
- b) Crisis contacts and crisis follow-up;
- c) Therapeutic activities conducted in and out of the facility, as appropriate to each individual;
- d) Consultation with other agencies involved with the client and family, if requested by the Managed Care Coordinator;
- e) Other services as developed in the Partners Project Plan of Care and pre-authorized by the Managed Care Coordinator.

6.2.7 CONTRACTOR agrees to participate, cooperate, and support the development and implementation of the Individual Education Plan (I.E.P.) for each Partners Project client.

6.2.8 CONTRACTOR agrees to notify the Managed Care Coordinator on the second day of any two consecutive days of non-excused absence by any Partners Project client.

6.2.9 CONTRACTOR assures that the termination and/or transition process for each Partners Project client will be coordinated with the Managed Care Coordinator.

6.3 SPECIAL REPORTING REQUIREMENTS

6.3.1 CONTRACTOR agrees to submit to the Managed Care Coordinator a copy of each Partners Project client Initial Treatment Plan, that includes a DSM III-R Axis I-V diagnosis, and a copy of each Quarterly Review Plan (90 days) within ten (10) working days from the date of the physician review and signature.

6.4 PAYMENT PROCEDURES

- 6.4.1
 - a. Payment by the Partners Project is to be considered payment in full for services rendered with no additional cost to parents or legal guardians.
 - b. CONTRACTOR will not bill Medicaid for services to Partners Project clients.
 - c. CONTRACTOR agrees to bill all third-party or other insurance resources prior to billing the Partners Project if the client voluntarily offers this resource to assist with payment.
 - d. CONTRACTOR agrees to offset charges to the COUNTY by the amount reimbursed by all insurance resources.

CLACKAMAS COUNTY

- 6.4.2 COUNTY agrees to pay CONTRACTOR \$140 per day of service enrollment per client. Payment for services is inclusive of all services delivered in the day treatment program. Service enrollment means all days in which the day treatment program is open and serving clients. Billable days include CONTRACTOR closure days due to circumstances out of the control of the CONTRACTOR, such as closure due to snow.
- 6.4.3 In the event the client is absent for seven (7) consecutive days, the Partners Project will disenroll the client from the CONTRACTOR program effective the eighth (8th) day of absence, unless otherwise authorized by the Managed Care Coordinator.
- 6.4.4 CONTRACTOR agrees that the Initial Treatment Plan must be received prior to any payment for services. For continuing services a written Quarterly Report (90 days) must be received prior to payment.
- 6.4.5 CONTRACTOR agrees to submit a monthly billing invoice for services provided, to the Partners Project, no later than 30 days following the month of service.

The billing invoice must include:

- a) the name of the service recipient;
- b) the type of service;
- c) the date of client enrollment or disenrollment, if applicable for the month;
- d) and all applicable charges.

Submit all invoices to:

Partners Project
Billing Section
426 S.W. Stark, 7th floor
Portland, Or. 97204

MEETING DATE: JUN 30 1994

AGENDA NO: C-11

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: FY 1994-95 Contract with Oregon Health Sciences University/Alcohol Treatment & Training Center

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: _____ DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Norma Jaeger TELEPHONE: 248-3691
BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division is renewing a contract with Oregon Health Sciences University/Alcohol Treatment and Training Center to provide alcohol diversion and treatment services on a requirements basis. Services and rates are set by the State.

7/5/94 ORIGINALS TO CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe / RE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUN 21 PM 12:21



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND 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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Community and Family Services Division *LP/RE*

DATE: May 27, 1994

SUBJECT: FY 1994-95 Contract with Oregon Health Sciences University/Alcohol Treatment and Training Center

I. Recommendation/Action Requested: The Community and Family Services Division, Alcohol/Drug Program recommends Board of County Commissioner approval of the attached contract renewal with Oregon Health Sciences University/Alcohol Treatment and Training Center, for the period July 1, 1994 through June 30, 1995.

II. Background/Analysis: The Community and Family Services Division is renewing its contract with Oregon Health Sciences University/Alcohol Treatment and Training Center, for alcohol diversion and outpatient treatment services.

The contract is a renewal agreement on a requirements basis. The requirements component allows the Division staff to buy the most appropriate service for individuals suffering from alcohol/drug problems, from the most appropriate service provider.

III. Financial Impact: The contract is requirements, for the amount of funds available for Alcohol Outpatient services.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: This service ties to the County benchmarks concerning access to health and mental health services.

VII. Citizen Participation: n/a

VIII. Other Government Participation: This contract represents an agreement between Multnomah County and Oregon Health Sciences University for the provision of alcohol treatment services.

ohsuad95.srs

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

Contract # 100725

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-11</u> DATE <u>6/30/94</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: MAY 23, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: Renewal of an annual agreement for the provision of Alcohol and Drug services for FY 94/95.

RFP/BID #: N/A IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

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

<p>Contractor Name: <u>OHSU-ALCOHOL TREATMENT & TRAINING CTR</u></p> <p>Mailing Address: <u>621 SW ALDER, SUITE 520</u></p> <p style="text-align: center;"><u>PORTLAND OR 97204</u></p> <p>Phone: <u>494-4745</u></p> <p>Employer ID# or SS#: <u>93-6001786W</u></p> <p>Effective Date: <u>JULY 1, 1994</u></p> <p>Termination Date: <u>JUNE 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>REQUIREMENTS</u></p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"><tr><td style="width: 50%;">Payment Schedule</td><td style="width: 50%;">Terms</td></tr><tr><td><input type="checkbox"/> Lump Sum \$ _____</td><td><input type="checkbox"/> Due on Receipt</td></tr><tr><td><input type="checkbox"/> Monthly \$ _____</td><td><input type="checkbox"/> Net 30</td></tr><tr><td><input checked="" type="checkbox"/> Other \$ <u>FEE FOR SERVICE</u></td><td><input type="checkbox"/> Other</td></tr><tr><td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td></tr><tr><td colspan="2">Purchase Order No. _____</td></tr><tr><td colspan="2"><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u></td></tr><tr><td colspan="2">Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td></tr></table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>FEE FOR SERVICE</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u>		Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Payment Schedule	Terms																
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<input checked="" type="checkbox"/> Other \$ <u>FEE FOR SERVICE</u>	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u>																	
Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Debra Poe / RE* Date: May 23, 1994

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: *[Signature]* Date: June 20, 1994

County Chair/Sheriff: *[Signature]* Date: June 30, 1994

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
01.	SEE	ATTACHED									

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

COMMUNITY AND FAMILY SERVICES DIVISION, FY 1994-95

CONTRACTOR: Oregon Health Sciences University/Alcohol Treatment & Training w Contract #100725

Req'ts	Estimates
--------	-----------

[illegible]

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

Contract #100725

TERM OF CONTRACT: From July 1, 1994	To: June 30, 1995
CONTRACTOR NAME: OHSU-ALCOHOL TREATMENT & TRAINING CNTR	TELEPHONE: 494-4745
CONTRACTOR ADDRESS: 621 SW ALDER, SUITE 520 Portland, Oregon 97204	IRS NUMBER: 93-6001786W

This contract is between Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and OREGON HEALTH SCIENCES UNIVERSITY-ALCOHOL TREATMENT AND TRAINING CENTER, hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Services and Service Levels

CONTRACTOR agrees to provide services within the service levels listed below. COUNTY agrees to reimburse CONTRACTOR for providing those services under the payment terms and up to the amounts specified below.

Service	Service Element	Units	Payment Method/Basis	Rate	Maximum Funds
Alcohol Diversion	AD67/AD77	Req's up to 12 Hours/Level I	Monthly Invoice/Fee for Service	Per Sched. A	REQ.
	AD68/AD78	Req's up to 40 Hours/Level II	Monthly Invoice/Fee For Service	Per Sched. B	REQ.
Alcohol Diversion Hearing Impaired/ Non English Speaking	AD67/AD77	Req's up to 12 Hours/Level I	Monthly Invoice/Fee for Service	Per Sched. A	REQ.
	AD68/AD78	Req's up to 40 Hours/Level II	Monthly Invoice/Fee For Service	Per Sched. B	REQ.

2. Medicaid Billing Allocation

Subject to contract conditions and program instructions, by this reference made part of this contract, 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. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates. All funds are disbursed by the Oregon Office of Medical Assistance Programs.

Service	Service Element	Units	Allocation
Alcohol Outpatient	AD64	N/A	\$ 8,780
Drug Free Outpatient	AD65	N/A	\$35,120
Coupon/Voucher			
Outpatient Services	AD65/AD69	Per Sched. C	
			\$43,900

3. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the COUNTY'S and State's service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the Request for Proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

b. CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects level, scope, or outcome of client services funded under this contract.

4. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

Outcome	Program	% Goal
Clients without subsequent offense during the year following treatment.	Diversion	75%

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

5. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$0. An additional advance up to 15 days of the contract funding amount, \$0, may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

6. Special Conditions

A. Contractor agrees to serve adult clients in accordance with the following priorities, in conformance with applicable State Administrative Rules.

B. The Contractor, as a provider of Occupational Drivers License services, agrees to meet, in addition to the standards listed under Special Condition (1) in this section, Oregon Administrative Rules 415-55-000 through 415-55-035.

SPECIAL CONDITIONS

1. Contractor agrees to serve adult clients in accordance with the following priorities, in conformance with applicable State Administrative Rules.

Service Element	Applicable Admin Rules	Beds/ Slots	Minimum Utilization	Priority Population
DUII Diversion Level I (A-D 67)	OAR 415-54-005 through 415-54-040 and <u>DUII Program Operations Guide,</u> February 1993, State Office of Alcohol and Drug Abuse Programs	NA	NA	Indigent as defined by State Office of Alcohol and Drug Abuse Programs
DUII Diversion Level II (A-D 68)	OAR 415-54-005 through 415-54-040 and 415-51-000 through 415-51-070 and <u>DUII Program Operations Guide,</u> February 1993, State Office of Alcohol and Drug Abuse Programs	NA	NA	Indigent as defined by State Office of Alcohol and Drug Abuse Programs
DUII Convicted Level I (A-D 77)	OAR 415-54-005 through 415-54-040 and <u>DUII Program Operations Guide,</u> February 1993, State Office of Alcohol and Drug Abuse Programs	NA	NA	Indigent as defined by State Office of Alcohol and Drug Abuse Programs
DUII Convicted Level II (A-D 78)	OAR 415-54-005 through 415-54-040 and 415-51-000 through 415-51-070 and <u>DUII Program Operations Guide,</u> February 1993, State Office of Alcohol and Drug Abuse Programs	NA	NA	Indigent as defined by State Office of Alcohol and Drug Abuse Programs

2. The Contractor, as a provider of Occupational Drivers License services, agrees to meet, in addition to the standards listed under Special Condition (1) in this section, Oregon Administrative Rules 415-55-000 through 415-55-035.

PART B. DIVISION-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall only be valid when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Community and Family Services Division and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are attached to this contract and by this reference incorporated herein.

c. CONTRACTOR further agrees to comply with all applicable

licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

b. CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent.

CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

- 1) Be given voluntarily, without pressure or coercion;
- 2) Be informed (i.e., the person receives and can understand sufficient information);
- 3) Include the name of the specific persons or agencies to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

7. Contract Between State and County

For funds used by CONTRACTOR which are contracted from other sources to the COUNTY, CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in those certain contracts.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Community and Family Services Division as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action, Mental Health, Youth Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars (refer to Attachment A), Oregon Administrative Rules, COUNTY financial procedures, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records for each service shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract become the property of the COUNTY, to be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each

service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S Request for Qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to Audit Requirements pursuant to the Community and Family Services Division's current *Subcontractor's Financial Procedures*. Reviews and audits must meet criteria outlined in these *Procedures*. CONTRACTOR may be subject to a fiscal compliance audit and/or may be required to conduct an external limited scope or full audit under the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000;
- 2) Multnomah County contract funds exceed \$100,000;
- 3) Total agency budget exceeds \$500,000;

e. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall 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. If CONTRACTOR is a private non-profit entity, the auditor shall meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

f. Limited Scope and Full Audits shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

g. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR and COUNTY agree to indemnify, defend, and save harmless each other, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR or COUNTY, their employees, agents, or subcontractors. CONTRACTOR and COUNTY further agree to defend each other COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S, COUNTY'S or subcontractor's performance of their duties under this contract.

12. Independent Contractor Status

CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, state of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. CONTRACTOR shall obtain, and at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company authorized to do business in Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State or Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction

to assure continuation of contract services.

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) days of contract execution.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage at a minimum for the amounts set forth in ORS Chapter 30.

14. Integration

The contract, including by reference program instructions/special conditions, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation

a. In cases of litigation arising out of this contract, the prevailing party shall be entitled to reasonable attorney's fees. Public bodies may be exempt from this provision provided each party agrees to bear its own legal costs in the event of litigation arising out of this contract.

b. CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract, whether stated in a statute or regulation as provided in Part B, Subsection 5.b., notice of award, Request for Proposal, or elsewhere, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this contract.

d. In taking enforcement action, COUNTY shall provide CONTRACTOR an opportunity for such hearing, appeal, or other administrative proceeding to which CONTRACTOR is entitled under any statute or regulation applicable to the action involved.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Attachment B. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan which will outline policies and activities that assure culturally competent services. The plan must address, at a minimum, the following standards:

- 1) Agency Board of Directors, staff, and volunteers are diverse.
- 2) Agency Board of Directors, staff, and volunteers are trained in issues regarding diversity and cultural competency.
- 3) Principles and values of the agency's Nondiscrimination Policy are incorporated into agency policies and procedures, agency publicity, and printed materials directed to program participants, employees, and applicants.
- 4) Culturally relevant and appropriate services are delivered.

This plan shall be submitted to COUNTY no later than 60 days after contract execution. Additionally, CONTRACTOR shall submit an annual report 30 days following end of the contract period indicating progress on the plan.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than those holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Payment Terms and Reports: All Contracts

a. CONTRACTOR shall be reimbursed for specific services based on the method of payment set forth under Part A. Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

d. All final requests for payment shall be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

20. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

c. Property and work products provided by CONTRACTOR under fee-for-service contract conditions are property of CONTRACTOR, except that billing documentation, e.g., client files and client assistance invoices (except as otherwise provided in accordance with federal and state statutes) and work products of CONTRACTOR which are specifically purchased through this contract are the exclusive property of COUNTY and upon termination of this contract shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service. Work products include books, documents, papers, audits, and records of the CONTRACTOR which are directly pertinent to this contract.

21. Payment Terms: Service Capacity and Cost Reimbursement

a. For contracts based on a service capacity payment method, subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Underexpenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th of the month following each calendar quarter. The initial Annual Budget is due within twenty (20) days of contract effective date; revised annual budget(s) is due within thirty (30) days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Cost Statement is due November 20th following the end of the contract year or within thirty (30) days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to cost statement reporting within thirty (30) days following the end of the contract period.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

22. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with state or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

23. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expensed through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/ Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

CONTRACTOR shall meet the following procedural requirements for all such property:

a. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use, and condition of the property.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

24. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified or except as follows:

a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

d. Records for any displaced person shall be retained for three years after such person has received final payment.

e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

25. Religious Content

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract. This is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

26.

Request for Proposal

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

27.

Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28.

Termination

a. This contract may be terminated by either party by thirty (30) days written notice to the other party.

b. Immediate termination by COUNTY may occur under any of the following conditions:

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

2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.

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

4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.

5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.

6) Upon evidence of improper or illegal use of funds provided under this contract.

7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. For fee-for-service programs, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For service capacity and cost-reimbursement programs, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

PART C. GENERAL CONDITIONS: ALCOHOL/DRUG PROGRAM

1.

Fees

Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules. However, CONTRACTOR agrees that no person will be denied access to services within the scope of this agreement based on that person's ability to pay for such services.

2.

Letter of Approval

CONTRACTOR must maintain a Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) or the State Office of Alcohol and Drug Abuse Programs in order to continue contracting for services through the COUNTY.

3.

Performance Standards

CONTRACTOR agrees to meet at least the minimum standards for performance for any service element covered under this agreement, in accordance with performance standards detailed in the Alcohol and Drug Manual of Program Instructions.

4.

Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training, and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

5.

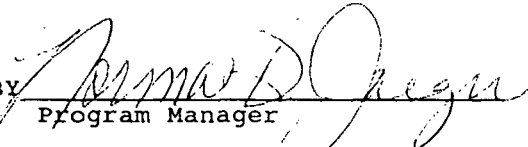
Retention of Revenue and Earned Income

All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for services meeting the standards of the State Mental Health and Developmental Disability Services Division and Office of Alcohol and Drug Abuse Programs.

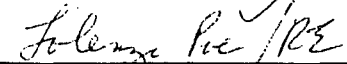
In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

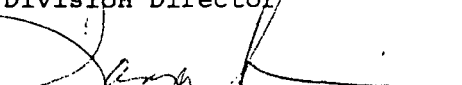
CONTRACTOR:
OHSU-ALCOHOL TREATMENT &
TRAINING

BY  5-27-94
Program Manager Date

BY _____ Date
Tom Teneyck,
Executive Director

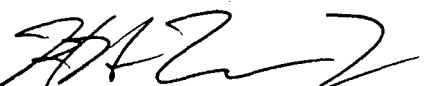
BY  5/23/94
Community and Family Services Date
Division Director

BY _____ Date
Agency Board Chair

BY  6/30/94
Tanya Collier Date
Multnomah County Vice-Chair

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-11 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

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

BY  6/20/94
H. H. Lazenby, Jr. Date

SUPPLEMENTAL SCHEDULE A

Alcohol Diversion Services

Service Element	Fund Source	Rates Per Units/Slots	Maximum Total Payable Per Client	Method and Basis of Payment
Alcohol Diversion Services DUII Level I (A-D 67) and DUII Convicted Level I (A-D 77)	State	\$8.21 per hour	\$98.52 per eligible indigent client	Reimbursement of Itemized Billing for Actual Services
Alcohol Diversion Services DUII Level I (A-D 67) and DUII Convicted Level I (A-D 77)	State	\$4.11 per hour	\$49.32 per eligible partially indigent client	Reimbursement of Itemized Billing for Actual Services
Alcohol Diversion Services DUII Level II (A-D 68) and DUII Convicted Level II (A-D 78)	State	\$13.67 per hour	\$546.80 per eligible indigent client	Reimbursement of Itemized Billing for Actual Services
Alcohol Diversion Services DUII Level II (A-D 68) and DUII Convicted Level II (A-D 78)	State	\$6.84 per hour	\$273.60 per eligible partially indigent client	Reimbursement of Itemized Billing for Actual Services

SUPPLEMENTAL SCHEDULE B

Alcohol Diversion Services for Hearing Impaired and Non-English Speaking

Service Element	Fund Source	Rates Per Units/Slots	Maximum Total Payable Per Client	Method and Basis of Payment
Alcohol Diversion Services UII Level I (A-D 67) and UII Convicted Level I A-D 77) for Hearing Impaired and Non-English Speaking	State	\$33.21 per hour (8.21 + 25.00 interpreter)	\$398.52 per eligible indigent client	Reimbursement of Itemized Billing for Actual Services
Alcohol Diversion Services UII Level I (A-D 67) and UII Convicted Level I A-D 77) for Hearing Impaired and Non-English Speaking	State	\$29.11 per hour (4.11 + 25.00 interpreter)	\$349.32 per eligible partially indigent client	Reimbursement of Itemized Billing for Actual Services
Alcohol Diversion Services UII Level II (A-D 68) and UII Convicted Level II A-D 78) for Hearing Impaired and Non-English Speaking	State	\$38.67 per hour (13.67 + 25.00 interpreter)	\$1,546.80 per eligible client	Reimbursement of Itemized indigent Billing for Actual Services
Alcohol Diversion Services UII Level II (A-D 68) and UII Convicted Level II A-D 78) for Hearing Impaired and Non-English Speaking	State	\$31.84 per hour (6.84 + 25.00 interpreter)	\$1,273.60 per eligible partially indigent client	Reimbursement of Itemized Billing for Actual Services

SUPPLEMENTAL SCHEDULE C

Coupon/Voucher Outpatient Services

Service Element	Fund Source	Rate Per Unit/Slots	Limitations	Method and Basis of Payment
Drug Abuse Assessment (A-D 65)	Federal	\$17.37 per quarter hour	8 units per day maximum; once per client within 12 months	Reimbursement of Itemized Billing for Actual Services
Individual Therapy * (A-D 65)	Federal	\$17.37 per quarter hour	6 units per week maximum	Reimbursement of Itemized Billing for Actual Services
Group Therapy (A-D 65)	Federal	\$5.79 per quarter hour	50 units per week maximum	Reimbursement of Itemized Billing for Actual Services
Family Therapy * (A-D 65)	Federal	\$17.37 per quarter hour	6 units per week maximum	Reimbursement of Itemized Billing for Actual Services
Urinalysis (A-D 65)	Federal	\$16.82 per sample tested	Once per client per seven days	Reimbursement of Itemized Billing for Actual Services
Consultation (A-D 65)	Federal	\$17.37 per quarter hour	2 units per week maximum	Reimbursement of Itemized Billing for Actual Services
Methadone Dosing - Dispensing (A-D 69)	Federal	\$4.30 per single dosing	7 units per client per week	Reimbursement of Itemized Billing for Actual Services

* Any combination of individual and/or family therapy cannot exceed the maximum of 6 units (1.5 hours) per week total.

MEETING DATE: JUN 30 1994

AGENDA NO: C-12

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: FY 1994-95 Contract Between University Hospital and Community and Family Services Division, for Childrens Mental Health Services

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: _____ **DIVISION:** Community & Family Svcs

CONTACT: Lorenzo Poe/James Edmondson **TELEPHONE:** 248-3691
BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division is renewing a contract with University Hospital to provide mental health assessment and treatment services for children. Funding for children's services through the Partners Project is on a requirements basis to allow for individualized treatments for children with mental illnesses.

7/5/94 ORIGINALS TO CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe / RE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
uh95.bcc

1994 JUN 21 PM 2:59
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND 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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Community and Family Services Division *LP/RE*

DATE: May 27, 1994

SUBJECT: FY 1994-95 Contract with University Hospital, for Childrens Mental Health Services

I. Recommendation/Action Requested: The Community and Family Services Division, Childrens Mental Health Program recommends Board of County Commissioner approval of the attached contract renewal with University Hospital, for the period July 1, 1994 through June 30, 1995.

II. Background/Analysis: The Community and Family Services Division is renewing its contract with University Hospital, for mental health evaluations and treatment services for children with mental illnesses.

The contract is a renewal agreement. Childrens mental health services are contracted on a requirements basis to allow Division staff the opportunity to buy the most appropriate service for individuals suffering from mental illness, from the most appropriate service provider. The contract also provides a pass-through mechanism for State Title XIX (Medicaid) funding; these funds do not flow through the County.

III. Financial Impact: The contract is on a requirements basis, for the amount of funds available for Partners project mental health services.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: This service ties to the County benchmarks concerning access to health and mental health services.

VII. Citizen Participation: n/a

VIII. Other Government Participation: This contract represents an agreement between Multnomah County and University Hospital for the provision of mental health evaluation and treatment services.

uh95.srs

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

Contract # 101655

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-12</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: MAY 20, 1994
Contract Originator: _____ Phone: _____ Bldg/Room: _____
Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200
Description of Contract: Renewal of an annual agreement for the provision of Mental Health Services for FY 94/95.

RFP/BID #: N/A IGA Date of RFP/BID: _____ Exemption Expiration Date: _____
ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name: <u>UNIVERSITY HOSPITAL - OP331</u></p> <p>Mailing Address: <u>3181 SW SAM JACKSON PARK RD</u> <u>PORTLAND OR 97201</u></p> <p>Phone: <u>494-8548</u></p> <p>Employer ID# or SS#: <u>93-6001786W</u></p> <p>Effective Date: <u>JULY 1, 1994</u></p> <p>Termination Date: <u>JUNE 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>REQUIREMENTS</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>ALLOTMENT</u> <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>FEE FOR SERVICE</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u></p> <p>Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
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REQUIRED SIGNATURES:
Department Manager: *Julene Poe / RE* Date: May 27, 1994
Purchasing Director: _____ Date: _____
(Class II Contracts Only)
County Counsel: *[Signature]* Date: June 20, 1994
County Chair/Sheriff: *[Signature]* Date: June 30, 1994
Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
01.	SEE	ATTACHED									

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

CONTRACTOR: University Hospital ax

101655

Mod

[illegible]

Req'ts	Estimates
1. <u>Identify the problem</u>	1. <u>Identify the problem</u>
2. <u>Identify the causes</u>	2. <u>Identify the causes</u>
3. <u>Identify the effects</u>	3. <u>Identify the effects</u>
4. <u>Identify the stakeholders</u>	4. <u>Identify the stakeholders</u>
5. <u>Identify the resources</u>	5. <u>Identify the resources</u>
6. <u>Identify the constraints</u>	6. <u>Identify the constraints</u>
7. <u>Identify the risks</u>	7. <u>Identify the risks</u>
8. <u>Identify the opportunities</u>	8. <u>Identify the opportunities</u>
9. <u>Identify the solutions</u>	9. <u>Identify the solutions</u>
10. <u>Identify the implementation plan</u>	10. <u>Identify the implementation plan</u>
11. <u>Identify the monitoring and evaluation plan</u>	11. <u>Identify the monitoring and evaluation plan</u>
12. <u>Identify the communication plan</u>	12. <u>Identify the communication plan</u>
13. <u>Identify the budget</u>	13. <u>Identify the budget</u>
14. <u>Identify the timeline</u>	14. <u>Identify the timeline</u>
15. <u>Identify the roles and responsibilities</u>	15. <u>Identify the roles and responsibilities</u>
16. <u>Identify the risks and opportunities</u>	16. <u>Identify the risks and opportunities</u>
17. <u>Identify the stakeholders</u>	17. <u>Identify the stakeholders</u>
18. <u>Identify the resources</u>	18. <u>Identify the resources</u>
19. <u>Identify the constraints</u>	19. <u>Identify the constraints</u>
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92. <u>Identify the timeline</u>	92. <u>Identify the timeline</u>

\$0

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

#101655

TERM OF CONTRACT: From July 1, 1994
CONTRACTOR NAME: UNIVERSITY HOSPITAL
CONTRACTOR ADDRESS: 3181 SW Sam Jackson Park Rd, OP331
Portland, Oregon 97201

To: June 30, 1995
TELEPHONE: 494-8548
IRS NUMBER: 93-6001786W

This contract is between Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and UNIVERSITY HOSPITAL, hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Services and Service Levels

CONTRACTOR agrees to provide services within the service levels listed below. COUNTY agrees to reimburse CONTRACTOR for providing those services under the payment terms and up to the amounts specified below.

Service	Service Element	Units	Payment Method/Basis	Rate	Maximum Funds
Special Projects/ Partners:	MHS37	Req'ts	Per Monthly Invoice/Fee For Service		Req'ts
	Psychiatric Evaluations			\$260 max per eval.	
	Psychological Evaluations			\$406 max per eval.	
	Medical Evaluations			\$208 max per eval.	
	Outpatient Services			See Fee Sched. in Program Instruction	

2. Medicaid Billing Allocation

Subject to contract conditions and program instructions, by this reference made part of this contract, 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. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds are disbursed by the Oregon Office of Medical Assistance Programs.

Service	Service Element	Units	Allocation
Dept. of Child Psych./ Child & Adolescent	MHS22	Req'ts	N/A

3. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the COUNTY'S and State's service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the Request for Proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

b. CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects level, scope, or outcome of client services funded under this contract.

4. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

Outcome	Program	% Goal
1. Consumers of child and adolescent outpatient mental health services will indicate a favorable response in bi-annual Consumer Satisfaction Survey. (PSU Regional Research Institute is conducting project)	CAMHP	Initial survey will establish baseline info.
2. Outpatient mental health treatment for children and adolescents are culturally competent.	CAMHP	Individualized to each agency, identified in their Cultural Competency Plan.
3. Outpatient mental health assessments for children and adolescents are standardized across agencies.	CAMHP	100%

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

5. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$ 0. An additional advance up to 15 days of the contract funding amount, \$ 0, may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

6. Special Conditions

Contractor shall comply with Multnomah County Mental Health Program instructions.

GENERAL CONDITIONS - University Hospital

WHEREAS, COUNTY is authorized to obtain, by contract, the services necessary to conduct its operation, pursuant to ORS 430.670; and

WHEREAS, CONTRACTOR has available, or can cause to be provided, the facilities and staff required for the performance of said service; and

WHEREAS, CONTRACTOR has, or will obtain a Letter of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-010) or the Office of Alcohol and Drug Abuse Programs; and

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified mental health services as stated below:

I. Service Objectives and Evaluation. CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract.

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, Oregon State Mental Health and Developmental Disability Services Division, and Federal Government.

Release of medical records is pursuant to COUNTY's agreement with COUNTY subscribers for release of such information and is pursuant to any other additional releases which may be required by State or Federal laws. CONTRACTOR will determine which additional releases, if any, are required and COUNTY or CONTRACTOR will obtain and provide such releases.

COUNTY warrants that it has obtained the consent of its subscribers to review the medical records. It is the responsibility of COUNTY to preserve the confidentiality of all records which CONTRACTOR releases to COUNTY.

COUNTY agrees to defend and indemnify CONTRACTOR from any claim or action by a COUNTY subscriber against CONTRACTOR relating to CONTRACTOR disclosure of the COUNTY subscriber's medical records to COUNTY, provided COUNTY requested such disclosure.

Each party agrees to maintain clinical and fiscal records consistent with Oregon Administrative Rules and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR acknowledges that CONTRACTOR is bound by all applicable provisions of the current Intergovernmental Agreement between COUNTY and the State Mental Health and Developmental Disability Services Division for provision of community mental health services. CONTRACTOR and COUNTY are further bound by all applicable federal and state statutes, rules and regulations.

III. Subject to Availability of Funds. Both parties agree that this contract is subject to the availability of federal, state and local funds. In the event that funds cease to be available to either party in the amounts anticipated, either party may terminate or reduce contract funding or services accordingly. The affected party will notify the other party as soon as it receives notification from fund source.

IV. Contract 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.

V. Identification of Services. CONTRACTOR agrees to identify the services provided by CONTRACTOR under this contract as a visible and coordinated part of the community mental health program, accessible and available to the eligible residents of Multnomah County. CONTRACTOR will acknowledge Multnomah County as a funding source in publicly disseminated information for services under this contract.

VI. Authority of Director. CONTRACTOR agrees to recognize the County Community and Family Services Division Director as COUNTY's administrative authority for services provided under this contract.

VII. Discrimination. Neither COUNTY nor CONTRACTOR 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. and the Americans With Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. 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.

VIII. Liability. CONTRACTOR and COUNTY recognize that each is a public body governed by the Oregon Tort Claims Act and subject to the limits and liabilities therein.

CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY or DIVISION. COUNTY is an independent contractor and is solely responsible for the conduct of its programs. Neither COUNTY nor DIVISION, nor their employees and agents shall be deemed employees or agents of CONTRACTOR.

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

COUNTY shall defend, indemnify, hold and save harmless the CONTRACTOR, 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.

CONTRACTOR 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.

In the event that ORS 30.270 is amended to increase the amount of liability, COUNTY and CONTRACTOR will abide by any statutory changes.

IX. Workers Compensation. 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.

X. Litigation. Within five (5) working days each party shall notify the other party in writing of any and all actions or suits filed or any claim made against the party, or any of their subcontractors of which they may be aware which may result in litigation related in any way to this contract.

XI. Monitoring. COUNTY is responsible for monitoring services provided by CONTRACTOR to ensure that all services conform to State Mental Health and Developmental Disability Services Division, Single Audit Act and COUNTY standards and other performance requirements specified in this contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

COUNTY and CONTRACTOR agree to abide by procedures contained in Multnomah County Community and Family Services Division Financial Procedures dated September, 1987.

XII. Audits.

A. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Mental Health and Developmental Disability Services 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 CONTRACTOR as COUNTY, State Mental Health and Developmental Disability Services 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. CONTRACTOR shall permit authorized representatives of COUNTY Community and Family Services Division and State Mental Health and Developmental Disability Services 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 CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR will make prompt repayment of such costs.

CONTRACTOR 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.

Audit will be made available by CONTRACTOR to the Community and Family Services Division upon written request.

XIII. Program Reporting and Payment Requirements.

CONTRACTOR will prepare reports and will be paid as specified in the Special Conditions of this contract.

XIV. Recovery of Funds: Expenditures of the CONTRACTOR 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) 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 CONTRACTOR's program and due solely as a result of CONTRACTOR's actions shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make such payments within twenty (20) working days of receipt of formal notice of disallowance of contract expenditures.

Any contract funds paid to CONTRACTOR for purposes not authorized by this contract shall be deducted from future payments made by COUNTY to CONTRACTOR or refunded to COUNTY by CONTRACTOR.

Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after: 1) the contract's expiration; or 2) notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY and/or the Mental Health and Developmental Disability Services Division.

XV. Special Federal Requirements. CONTRACTOR agrees to abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the state of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

CONTRACTOR additionally shall provide the COUNTY with written assurance upon request that CONTRACTOR will comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations, and further, CONTRACTOR agrees to promptly report all infractions to COUNTY.

XVI. Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR 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 CONTRACTOR. Such withholding of payment for cause, may continue until the CONTRACTOR submits required reports, submits executed contracts, amendments or change orders, performs required services, or establishes, to COUNTY's and/or to the Mental Health and Developmental Disability Services Division's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR.

XVII. Fees. CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 309.14.000 and shall expend revenue received from such fees only in support of mental health services which meet the standards of Oregon Administrative Rules.

XVIII. Record Maintenance and Confidentiality. CONTRACTOR shall maintain a record for each client who receives services under this contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

CONTRACTOR and COUNTY agree that all client records shall be kept confidential in accordance with state and federal statutes and rules governing confidentiality.

XIX. Assignment. This contract shall not be assigned by either party without the prior written consent of the other party.

XX. Amendment.

All amendments to the provisions of this agreement, whether COUNTY or CONTRACTOR initiated, shall be reduced to writing and signed by both parties.

XXI. Termination.

A. Violation of any parts 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 COUNTY and services by CONTRACTOR, 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 contract 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 section shall not affect any right, obligation, or liability of CONTRACTOR or COUNTY which occurred prior to such termination.

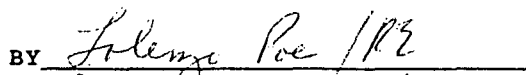
XXII. Non-Violation of Tax Laws. Both parties hereby certify under penalty of perjury that to the best of their knowledge, they are not in violation of any Oregon tax laws described in ORS 305.380(4).

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly appointed officers the date first written above.

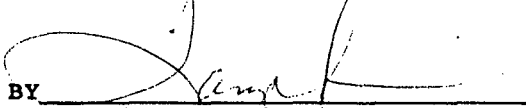
MULTNOMAH COUNTY

BY 
James Edmondson, Manager

5/31/94
at Multnomah

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

5/27/94
Date

BY 
Tanya Collier
Multnomah County Vice-Chair

6/30/94
Date

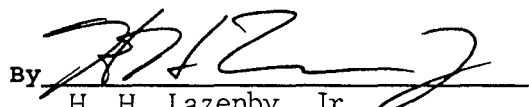
UNIVERSITY HOSPITAL

The 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

BY _____
Date

REVIEWED:

LAURENCE KRESSEL, County Counsel for
Multnomah County, Oregon

By 
H. H. Lazenby, Jr.

6/20/94
Date

Page 9

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-12 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUN 30 1994

AGENDA NO: C-13

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: FY 1994-95 Contract Between University Hospital and Community and Family Services Division, for Mental Health Emergency Hold Services

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: _____ **DIVISION:** Community & Family Svcs

CONTACT: Lorenzo Poe/Rex Surface **TELEPHONE:** 248-3691

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division is renewing a contract with University Hospital to provide mental health emergency hold services for people lawfully detained in the hospital in precommitment status. The contract is on a requirements basis to allow for payment of services actually used.

7/6/94 ORIGINALS TO CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe/RX

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
uhehld95.bcc

BOARD OF
COUNTY COMMISSIONERS
MULTI-COUNTY
OREGON
1994 JUL 21 PM 2:58



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND 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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Community and Family Services Division

DATE: May 27, 1994

SUBJECT: FY 1994-95 Contract with University Hospital, for Mental Health
Emergency Hold Services

I. Recommendation/Action Requested: The Community and Family Services Division, Adult Mental Health Program recommends Board of County Commissioner approval of the attached contract renewal with University Hospital, for the period July 1, 1994 through June 30, 1995.

II. Background/Analysis: The Community and Family Services Division is renewing its contract with University Hospital, for the emergency psychiatric care, custody, and treatment of people detained in the hospital in precommitment status.

The contract is a renewal agreement on a requirements basis to allow for the payment of services actually provided.

III. Financial Impact: The contract is on a requirements basis, for the amount of funds available for Emergency Holds.

IV. Legal Issues: The County is required to pay for Emergency Hold services.

V. Controversial Issues: none

VI. Link to Current County Policies: This service ties to the County benchmarks concerning access to health and mental health services.

VII. Citizen Participation: n/a

VIII. Other Government Participation: This contract represents an agreement between Multnomah County and University Hospital for the provision of hospital services for people in precommitment status.

uhehld95.srs

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

Contract # 101665

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-13</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: MAY 23, 1994
Contract Originator: _____ Phone: _____ Bldg/Room: _____
Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200
Description of Contract: Renewal of an annual agreement for the provision of Emergency Hold Services (E-Holds) for FY 94/95.
RFP/BID #: N/A IGA Date of RFP/BID: _____ Exemption Expiration Date: _____
ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name: <u>UNIVERSITY HOSPITAL-(Fiscal Services)</u></p> <p>Mailing Address: <u>3181 SW SAM JACKSON PARK RD</u> <u>PORTLAND OR 97201</u></p> <p>Phone: <u>494-8548</u></p> <p>Employer ID# or SS#: <u>93-6001786W</u></p> <p>Effective Date: <u>JULY 1, 1994</u></p> <p>Termination Date: <u>JUNE 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>REQUIREMENTS</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>FEE FOR SERVICE</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u></p> <p>Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
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REQUIRED SIGNATURES: Solemna Poe / RCE Date: May 27, 1994
Department Manager: _____
Purchasing Director: _____ Date: _____
(Class II Contracts Only)
County Counsel: [Signature] Date: June 20, 1994
County Chair/Sheriff: [Signature] Date: June 30, 1994
Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
01.											

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

CONTRACTOR: University Hospital aq

Contract #101665

Mod

\$0

**INTERGOVERNMENTAL AGREEMENT
PSYCHIATRIC HOLDS
FY 1994-95**

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 and Family Services Division (CFSD) 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, 1994 to and including June 30, 1995 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

Intergovernmental Agreement, FY 94-95
Psychiatric Holds
Page 2

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, 1994 through June 30, 1995, 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, 1994 through June 30, 1995: 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 County 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.

Intergovernmental Agreement, FY 94-95
Psychiatric Holds
Page 3

2. **HOSPITAL** agrees to provide Community Hospital Services in compliance with administrative rules OAR 309-33-200 through -970, Standards for Civil Commitment.

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, 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, 1994, 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 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
421 SW Fifth Avenue, 2nd floor
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

Intergovernmental Agreement, FY 94-95
Psychiatric Holds
Page 11

**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.**

95UNIVEH.IGA

Intergovernmental Agreement, FY 94-95
Psychiatric Holds
Page 12

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

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

By: _____
Thomas G. Fox, Ph.D. Date
Vice President for Development
and Public Affairs

Multnomah County, Oregon

By: Rex Surface 5/29/94
Rex Surface Date
Program Manager

By: Lorenzo Poe, Jr. 5/27/94
Lorenzo T. Poe, Jr. Date
Division Director

By: Tanya Collier 6/30/94
Tanya Collier Date
Multnomah County Vice-Chair

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-13 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: H. H. Lazenby, Jr. 6/20/94
Assistant County Counsel Date
H. H. Lazenby, Jr.

MEETING DATE: JUN 30 1994

AGENDA NO: C-14

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: FY 1994-95 Contract Between Oregon Health Sciences University and Community and Family Services Division, for Mental Health Services

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: _____ DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Rex Surface TELEPHONE: 248-3691

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division is renewing a contract with Oregon Health Sciences University to provide mental health assessment and treatment services for adults and children. The funding amount for adult services is \$80,909; funding for children's services through the Partners Project is on a requirements basis to allow for individualized treatments for children with mental illnesses.

7/5/94 ORIGINALS TO CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe/RC

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
ohsu95.bcc

CLERK OF
COUNTY BOARD
JUN 21 PM 2:58
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND 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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Community and Family Services Division. *LP/RZ*

DATE: May 27, 1994

SUBJECT: FY 1994-95 Contract with Oregon Health Sciences University

I. Recommendation/Action Requested: The Community and Family Services Division, Adult and Childrens Mental Health Programs recommend Board of County Commissioner approval of the attached contract renewal with Oregon Health Sciences University, for the period July 1, 1994 through June 30, 1995.

II. Background/Analysis: The Community and Family Services Division is renewing its contract with Oregon Health Sciences University, for mental health evaluations and treatment services.

The contract is a renewal agreement. Adult mental health services are budgeted at \$80,909; childrens mental health services are contracted on a requirements basis to allow Division staff the opportunity to buy the most appropriate service for individuals suffering from mental illness, from the most appropriate service provider. The contract also provides a pass-through mechanism for State Title XIX (Medicaid) funding; these funds do not flow through the County.

III. Financial Impact: The contract is for \$80,909 plus requirements, for the amount of funds available for Partners project mental health services.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: This service ties to the County benchmarks concerning access to health and mental health services.

VII. Citizen Participation: n/a

VIII. Other Government Participation: This contract represents an agreement between Multnomah County and Oregon Health Sciences University for the provision of mental health evaluation and treatment services.

ohsu95.srs

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

Contract # 101735

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-14</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: MAY 20, 1994
 Contract Originator: _____ Phone: _____ Bldg/Room: _____
 Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200
 Description of Contract: Renewal of an annual agreement for the provision of Mental Health Services for FY 94/95.

RFP/BID #: N/A IGA Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name: <u>OREGON HEALTH SCIENCES UNIVERSITY</u> Mailing Address: <u>3181 SW SAM JACKSON PARK RD</u> <u>PORTLAND OR 97201</u> Phone: <u>494-4854</u> Employer ID# or SS#: <u>93-6001786W</u> Effective Date: <u>JULY 1, 1994</u> Termination Date: <u>JUNE 30, 1995</u> Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>80,909+Requirements</u>	Remittance Address (if different) _____ <table style="width: 100%;"> <tr> <td style="width: 50%;">Payment Schedule</td> <td style="width: 50%;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>ALLOTMENT</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>FEE FOR SERVICE</u></td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u></td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>ALLOTMENT</u>	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>FEE FOR SERVICE</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u>		Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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<input checked="" type="checkbox"/> Other \$ <u>FEE FOR SERVICE</u>	<input type="checkbox"/> Other																
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Purchase Order No. _____																	
<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u>																	
Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																	

REQUIRED SIGNATURES: *Lolene Poe/PE* Date: May 29, 1994
 Department Manager: _____
 Purchasing Director: _____ Date: _____
 (Class II Contracts Only)
 County Counsel: *[Signature]* Date: June 20, 1994
 County Chair/Sheriff: *[Signature]* Date: June 30, 1994
 Contract Administration: _____ Date: _____
 (Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01.	SEE	ATTACHED									

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

CONTRACTOR: Oregon Health Sciences University x

Contract #101735

Mod

[illegible]

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

#101735

TERM OF CONTRACT: From July 1, 1994
CONTRACTOR NAME: OREGON HEALTH SCIENCES UNIVERSITY
CONTRACTOR ADDRESS: 3181 SW Sam Jackson Park Rd,
Portland, Oregon 97201

To: June 30, 1995
TELEPHONE: 494-4854
IRS NUMBER: 93-6001786W

This contract is between Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and OREGON HEALTH SCIENCES UNIVERSITY, hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Services and Service Levels

CONTRACTOR agrees to provide services within the service levels listed below. COUNTY agrees to reimburse CONTRACTOR for providing those services under the payment terms and up to the amounts specified below.

Service	Service Element	Units	Payment Method/Basis	Rate	Maximum Funds
<u>ADULT MENTAL HEALTH:</u>					
IPP Non-Res Adult	MHS20	0	Monthly Allot/Svc.Cap.		\$66,345
CTS/AA	MHS20	0	Monthly Allot/Svc.Cap.		<u>\$14,564</u>
STATE TOTAL:					\$80,909 =====

PARTNERS PROJECT:

Special Projects	MHS37	Req'ts	Per Monthly Invoice/Fee For Service	Req'ts
Day Treatment			\$120/Day of svc. enroll	
School of Nursing Outpatient			See Fee Sched. in Prog Instructions	
School of Nursing/Psychological Evaluations			\$390/Evaluation	
Psychiatric Consultation			\$70 per hour/See Prog Instructions	

2. Medicaid Billing Allocation

Subject to contract conditions and program instructions, by this reference made part of this contract, 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. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds are disbursed by the Oregon Office of Medical Assistance Programs.

Service	Service Element	Units	Allocation
Sch. of Nurs.Child/Adoles.	MHS22	Requirements	N/A
IPP Children & Adolescent	MHS22	Requirements	N/A
IPP Non-res. Adult	MHS20	Requirements	<u>\$254.07</u>
MEDICAID TOTAL:			\$254.07

3. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the COUNTY'S and State's service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the Request for Proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

b. CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects level, scope, or outcome of client services funded under this contract.

4. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

<u>Outcome</u>	<u>Program</u>	<u>% Goal</u>
1. Consumers of child and adolescent outpatient mental health services will indicate a favorable response in bi-annual Consumer Satisfaction Survey. (PSU Regional Research Institute is conducting project)	CAMHP	Initial survey will establish baseline info.
2. Outpatient mental health treatment for children and adolescents are culturally competent.	CAMHP	Individualized to each agency, identified in their Cultural Competency Plan.
3. Outpatient mental health assessments for children and adolescents are standardized across agencies.	CAMHP	100%
4. To discharge all clients from a State hospital within 7 days from the discharge eligibility date determined by the Hospital Treatment Team	AMHP	100% of Hospital Discharges

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

5. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$0. An additional advance up to 15 days of the contract funding amount, \$ 0, may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

6. Special Conditions

Contractor shall comply with Multnomah County Mental Health Program instructions.

GENERAL CONDITIONS - OHSU

WHEREAS, COUNTY is authorized to obtain, by contract, the services necessary to conduct its operation, pursuant to ORS 430.670; and

WHEREAS, CONTRACTOR has available, or can cause to be provided, the facilities and staff required for the performance of said service; and

WHEREAS, CONTRACTOR has, or will obtain a Letter of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-010) or the Office of Alcohol and Drug Abuse Programs; and

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified mental health services as stated below:

I. Service Objectives and Evaluation. CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract.

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, Oregon State Mental Health and Developmental Disability Services Division, and Federal Government.

Release of medical records is pursuant to COUNTY's agreement with COUNTY subscribers for release of such information and is pursuant to any other additional releases which may be required by State or Federal laws. CONTRACTOR will determine which additional releases, if any, are required and COUNTY or CONTRACTOR will obtain and provide such releases.

COUNTY warrants that it has obtained the consent of its subscribers to review the medical records. It is the responsibility of COUNTY to preserve the confidentiality of all records which CONTRACTOR releases to COUNTY.

COUNTY agrees to defend and indemnify CONTRACTOR from any claim or action by a COUNTY subscriber against CONTRACTOR relating to CONTRACTOR disclosure of the COUNTY subscriber's medical records to COUNTY, provided COUNTY requested such disclosure.

Each party agrees to maintain clinical and fiscal records consistent with Oregon Administrative Rules and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR acknowledges that CONTRACTOR is bound by all applicable provisions of the current Intergovernmental Agreement between COUNTY and the State Mental Health and Developmental Disability Services Division for provision of community mental health services. CONTRACTOR and COUNTY are further bound by all applicable federal and state statutes, rules and regulations.

III. Subject to Availability of Funds. Both parties agree that this contract is subject to the availability of federal, state and local funds. In the event that funds cease to be available to either party in the amounts anticipated, either party may terminate or reduce contract funding or services accordingly. The affected party will notify the other party as soon as it receives notification from fund source.

IV. Contract 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.

V. Identification of Services. CONTRACTOR agrees to identify the services provided by CONTRACTOR under this contract as a visible and coordinated part of the community mental health program, accessible and available to the eligible residents of Multnomah County. CONTRACTOR will acknowledge Multnomah County as a funding source in publicly disseminated information for services under this contract.

VI. Authority of Director. CONTRACTOR agrees to recognize the County Community and Family Services Division Director as COUNTY's administrative authority for services provided under this contract.

VII. Discrimination. Neither COUNTY nor CONTRACTOR 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. and the Americans With Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. 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.

VIII. Liability. CONTRACTOR and COUNTY recognize that each is a public body governed by the Oregon Tort Claims Act and subject to the limits and liabilities therein.

CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY or DIVISION. COUNTY is an independent contractor and is solely responsible for the conduct of its programs. Neither COUNTY nor DIVISION, nor their employees and agents shall be deemed employees or agents of CONTRACTOR.

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

COUNTY shall defend, indemnify, hold and save harmless the CONTRACTOR, 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.

CONTRACTOR 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.

In the event that ORS 30.270 is amended to increase the amount of liability, COUNTY and CONTRACTOR will abide by any statutory changes.

IX. Workers Compensation. 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.

X. Litigation. Within five (5) working days each party shall notify the other party in writing of any and all actions or suits filed or any claim made against the party, or any of their subcontractors of which they may be aware which may result in litigation related in any way to this contract.

XI. Monitoring. COUNTY is responsible for monitoring services provided by CONTRACTOR to ensure that all services conform to State Mental Health and Developmental Disability Services Division, Single Audit Act and COUNTY standards and other performance requirements specified in this contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

COUNTY and CONTRACTOR agree to abide by procedures contained in Multnomah County Community and Family Services Division Financial Procedures dated September, 1987.

XII. Audits.

A. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Mental Health and Developmental Disability Services 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 CONTRACTOR as COUNTY, State Mental Health and Developmental Disability Services 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. CONTRACTOR shall permit authorized representatives of COUNTY Community and Family Services Division and State Mental Health and Developmental Disability Services 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 CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR will make prompt repayment of such costs.

CONTRACTOR 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.

Audit will be made available by CONTRACTOR to the Community and Family Services Division upon written request.

XIII. Program Reporting and Payment Requirements.

CONTRACTOR will prepare reports and will be paid as specified in the Special Conditions of this contract.

XIV. Recovery of Funds: Expenditures of the CONTRACTOR 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) 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 CONTRACTOR's program and due solely as a result of CONTRACTOR's actions shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make such payments within twenty (20) working days of receipt of formal notice of disallowance of contract expenditures.

Any contract funds paid to CONTRACTOR for purposes not authorized by this contract shall be deducted from future payments made by COUNTY to CONTRACTOR or refunded to COUNTY by CONTRACTOR.

Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after: 1) the contract's expiration; or 2) notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY and/or the Mental Health and Developmental Disability Services Division.

XV. Special Federal Requirements. CONTRACTOR agrees to abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

CONTRACTOR additionally shall provide the COUNTY with written assurance upon request that CONTRACTOR will comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations, and further, CONTRACTOR agrees to promptly report all infractions to COUNTY.

XVI. Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR 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 CONTRACTOR. Such withholding of payment for cause, may continue until the CONTRACTOR submits required reports, submits executed contracts, amendments or change orders, performs required services, or establishes, to COUNTY's and/or to the Mental Health and Developmental Disability Services Division's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR.

XVII. Fees. CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 309.14.000 and shall expend revenue received from such fees only in support of mental health services which meet the standards of Oregon Administrative Rules.

XVIII. Record Maintenance and Confidentiality. CONTRACTOR shall maintain a record for each client who receives services under this contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

CONTRACTOR and COUNTY agree that all client records shall be kept confidential in accordance with state and federal statutes and rules governing confidentiality.

XIX. Assignment. This contract shall not be assigned by either party without the prior written consent of the other party.

XX. Amendment.

All amendments to the provisions of this agreement, whether COUNTY or CONTRACTOR initiated, shall be reduced to writing and signed by both parties.

XXI. Termination.

A. Violation of any parts 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 COUNTY and services by CONTRACTOR, 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 contract 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 section shall not affect any right, obligation, or liability of CONTRACTOR or COUNTY which occurred prior to such termination.

XXII. 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).

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

MULTNOMAH COUNTY

CONTRACTOR:

OREGON HEALTH SCIENCES UNIVERSITY

BY [Signature] 5/12/94
Program Manager Date
Child and Adolescent Mental Health

BY _____ Date
Agency Executive Director

BY [Signature] 5/29/94
Program Manager Date
Adult Mental Health

BY _____ Date
Agency Board Chair

BY [Signature] _____
Community and Family Services Date
Division Director

BY [Signature] 6/30/94
Tanya Collier Date
Multnomah County Vice-Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel for
Multnomah County, Oregon

By [Signature] 6/20/94
H. H. Lazenby, Jr. Date

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # C-14 DATE 6/30/94

DEB BOGSTAD

BOARD CLERK

MEETING DATE: JUN 30 1994

AGENDA NO: C-15

(Above space for Board Clerk's Use Only)

Contract#: 102465

AGENDA PLACEMENT FORM

SUBJECT: Clackamas County Agreement to Provide a Veterans Service Officer

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: 5 Minutes/Consent

DEPARTMENT: _____ **DIVISION:** Community & Family Services

CONTACT: John Pearson **TELEPHONE:** 248-5464 x2612
BLDG/ROOM: B160/6th

PERSON(S) MAKING PRESENTATION: Rey España/Bill Thomas

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Clackamas County will provide a Veterans Service Officer who will work 2 days a week (1 day in north/northeast, 1 day in east county) in Multnomah County providing counseling, medical benefits assistance, veterans programs information and advocacy for veterans and their widows.

Multnomah County will provide office space in both geographic locations for the Veterans Service Officer. Multnomah County will pay up to \$16,667 towards this benefit with \$12,500 of the total cost coming from a Oregon Department of Veterans Affairs match.

7/5/94 ORIGINALS TO CELIA THURLEY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Solene Lee / PZ

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1994 JUN 20 PM 11:47
MULTNOMAH COUNTY
OREGON
STAMP OF
COUNTY CLERK



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND 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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Community and Family Services Division *LP/KC*

DATE: June 15, 1994

SUBJECT: FY 1994-95 Contract with Clackamas County for Veterans Service Officer

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of a renewal contract for a veterans service officer with Clackamas County, for the period July 1, 1994 through June 30, 1995.

II. Background/Analysis: The Community and Family Services Division is renewing its contract with Clackamas County to jointly fund a veterans service officer. Clackamas County will provide a qualified Veterans Service Officer who will work two days a week in Multnomah County to provide counseling, medical benefits assistance, veterans programs information and advocacy services for veterans and their widows. The Veterans Services Officer will work one day at two separate locations; one office in north/northeast Portland and one in east county. Multnomah County will provide office space at both locations. Multnomah County will contribute a maximum of \$16,667 in funding for this position (salary, supplies, and related local travel) with \$12,500 coming from Oregon Department of Veterans Affairs as match.

III. Financial Impact: The contract is for \$16,667. It matches \$12,500 from the Oregon Department of Veterans Affairs.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: not applicable

VII. Citizen Participation: not applicable

VIII. Other Government Participation: This agreement represents intergovernmental cooperation by jointly funding a veterans service officer position assigned to provide services in both counties.

vetsca95.srs

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 102465

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-15</u> DATE <u>6/30/94</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;">BOARD CLERK</p>
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Department: _____ Division: Community & Family Services Date: June 15, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract:

Renews Veterans Services Officer services to Multnomah County FY 1994-95.

RFP/BID #: N/A-IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

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

<p>Contractor Name: <u>Clackamas County</u></p> <p>Mailing Address: <u>719 Main Street</u></p> <p style="text-align: center;"><u>Oregon City, OR 97045</u></p> <p>Phone: <u>(503) 655-8620</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1994</u></p> <p>Termination Date: <u>June 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: <u>\$16,667</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>invoice</u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	---

REQUIRED SIGNATURES: Department Manager: *Solange Poe / PE* Date: June 15, 1994

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: *[Signature]* Date: June 22, 1994

County Chair/Sheriff: *[Signature]* Date: June 30, 1994

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
								See	Attached		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT

Between Multnomah County and Clackamas County For a Veterans Service Officer

This Agreement is made and entered into upon execution by and between Multnomah County and Clackamas County, home rule political subdivisions of the State of Oregon.

I. Recitals

- A. Whereas, Multnomah County desires to assist Veterans of the United States Armed Forces and their widows and dependents to obtain the maximum federal and state benefits to which they are entitled as a result of the veteran's completion of military service;
- B. Whereas, ORS 408.410 provides that "Any county court or board of county commissioners may appoint a service officer who shall give aid and assistance to any widow or dependent of the veteran, in applying to the federal or state veterans agencies for all benefits and aid to which they are entitled by federal, state or local laws, rules and regulations. The court or board shall fix the compensation of the service officer, provide the service officer with an office and the necessary equipment therefor in the same manner as provided for any other county officer, and shall make provision in the budget for the employment of the service officer and the expense for proper maintenance of such office."
- C. Whereas, ORS 406.310 authorizes the Oregon Department of Veterans' Affairs (ODVA) to aid counties in Oregon in connection with their respective programs of service to war veterans;
- D. Whereas, the ODVA is able to reimburse 75 percent of the the county veterans service officer's expenses to a maximum county contribution of \$12,500 annually, requiring a minimum county contribution of \$4,167 in general funds in order to obtain the full amount of the state match;
- E. Whereas, the ODVA has indicated that Multnomah County may appoint a veterans service officer through intergovernmental agreement with another county which has appointed and funded a veterans service officer under the provisions of ORS 408.410 AND ORS 406.310;

- F. Whereas, Clackamas County has an established Veterans Services Office and has indicated a willingness to enter into an intergovernmental agreement with Multnomah County to provide two days per week of services to veterans who reside in Multnomah County and to their widows and other dependents, on the basis of a total compensation of \$16,667;
- G. Whereas, Multnomah County desires to enter into such an intergovernmental agreement with Clackamas County as authorized by ORS 190;
- H. Whereas, the Multnomah County Community and Family Services Division will provide the veterans service officer appointed under this intergovernmental agreement with an office and the necessary equipment to carry out the service officer's responsibilities;
- I. Therefore, the parties to this intergovernmental agreement to the following provisions and responsibilities:

II. Term

- A. The term of this Agreement shall be from July 1, 1994, until June 30, 1995 unless sooner terminated by one of the parties.
- B. Multnomah County certifies that sufficient funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to Multnomah County in the amounts anticipated. Multnomah County may reduce or terminate contract funding accordingly. Multnomah County shall notify Clackamas County as soon as it receives notification of same from ODVA.
- C. This Agreement may be amended or renewed by mutual agreement of the parties; renewal is subject to the continuing availability of state and local funds.

III. Clackamas County agrees to:

- A. Employ a qualified Veterans Service Officer who shall provide services to veterans residing in Multnomah County, and to their widows and dependents;
- B. Direct this Veterans Service Officer to provide services one day per week at two separate locations in Multnomah County, for a total of 16 hours. Services shall include counseling on benefits provided by the federal, state,

and local governments (including veterans compensation, widows benefits, nursing home payments for veterans and their widows, and educational benefits) assistance with medical benefits, dissemination of information on veterans programs, and advocacy.

- C. Ensure that the Veterans Service Officer receives training needed to provide the services described above, including twice a year participation in ODVA training conferences for which ODVA provides reimbursement for travel and per diem.
- D. Provide a detailed budget on ODVA forms for personnel and materials and services, for an annual total of \$16,667.
- E. Submit monthly financial invoices and monthly program reports on services provided to Multnomah County veterans to the County Family and Community Services Division, Community Action Program Office.

IV. Multnomah County agrees to:

- A. Compensate Clackamas County for a maximum annual amount of \$16,667 in salary, benefits, supplies, and local travel associated with performance of services by the Veterans Services Officer, upon submission of monthly financial invoices and monthly program reports.
- B. Provide office space, including a desk, phone, filing cabinet, and reception services at two County offices, to be determined, in North/Northeast Portland and East Multnomah County.
- C. Provide access two days a week to a portable computer and printer for the Veterans Service Officer.
- D. Provide information to the public and veterans regarding the availability of the Veterans Service Officer.
- E. Submit quarterly reports of expenditures and quarterly reports of the activities of the Veterans Service Officer to ODVA.

V. Both Parties Agree to:

A. Personnel

- 1. This Agreement shall not be interpreted to provide for or create a transfer of employees from Clackamas County to Multnomah County; or vice versa. All Clackamas County and Multnomah County personnel

performing services under this Agreement shall remain employees of Clackamas County and Multnomah County respectively and shall perform their duties in accordance with the administrative and

operational procedures of their respective jurisdiction.

2. Neither Multnomah County nor Clackamas County shall assume any liability for the payment of any wages, salaries, insurance or other compensation to the employees of the other jurisdiction who perform services pursuant to this agreement.
3. Clackamas County shall maintain workers' compensation coverage for all Clackamas County employees performing services pursuant to this agreement as provided in ORS Chapter 656.
4. Multnomah County shall maintain workers' compensation coverage for all Multnomah County employees performing services pursuant to this agreement as provided in ORS Chapter 656.

B. Indemnification

Subject to the limitations of the Oregon Constitution and statutes, Clackamas County and Multnomah County each shall be solely responsible for any loss or injury caused to third parties arising from Clackamas County or Multnomah County's own acts or omissions under the agreement and Clackamas County or Multnomah County shall defend, hold harmless and indemnify the other party to this agreement with respect to any claim, litigation or liability arising from Clackamas County's or Multnomah County's own acts or omissions under this agreement.

- C. Designate program managers responsible for implementing this intergovernmental agreement.
- D. Develop a written job description for the Veterans Service Officer.
- E. Participate in an evaluation of the activities and effectiveness of the Veterans Service Officer in addressing the needs of veterans residing in Multnomah County and their widows and dependents, and to modify services and amend this agreement as may be necessary to increase the effectiveness of these services in addressing the needs of veterans.

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

5

MEETING DATE: JUN 30 1994

AGENDA NO: C-160

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to a Revenue Contract from the City of Portland for Support of Planning/Evaluation/Citizen Involvement Assistance from the Community and Family Services Division/Community Action Program

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: _____ DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Rey España TELEPHONE: 248-3691

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division, Community Action Program has received an amendment to a FY 1993-94 revenue agreement from the City of Portland, to add \$25,000 for staff support to the Housing and Community Development Commission (HCDC) for planning, evaluation, and citizen involvement assistance. The City has funded this existing staff support annually for several years.

This revenue agreement follows previous discussions and agreements between the City and the county over these functions. The funds are included in the county budget.

7/5/94 ORIGINALS TO CELIA THURRAY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe / RE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

pdx9401.bcc

1994 JUN 21 PM 2:52
CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND 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

TO: Board of County Commissioners
FROM: Lorenzo Poe, Director
Community and Family Services Division *JP/RE*
DATE: May 26, 1994
SUBJECT: Revenue Contract Amendment for FY 1993-94

I. Recommendation/Action Requested: The Community and Family Services Division, Community Action Program recommends Board of County Commissioner approval of the attached revenue agreement amendment for FY 1993-94.

II. Background/Analysis: The Community and Family Services Division has received an amendment to a revenue agreement from the City of Portland, for \$25,000. These funds pay for staff support to the Housing and Community Development Commission.

III. Financial Impact: The amendment provides revenues already budgeted in the County budget. These are annual funds used to support existing staff.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: Over several years, the County has carried out its planning, evaluation, and citizen involvement roles and responsibilities as a Community Action Agency, in coordination with the City of Portland and with funding from the City. These functions tie to the benchmarks concerned with better government.

VII. Citizen Participation: The staff support funded by this agreement is used to assist a citizen's commission (Housing and Community Development Commission) and to involve citizens in anti-poverty and homeless issues.

VIII. Other Government Participation: Funds come from the City of Portland for administration by Multnomah County.

pdx9401.srs

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103264

Amendment # 01

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$15,000	<input type="checkbox"/> Professional Services over \$15,000 (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 <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement
<p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-16</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>		

Department: _____ Division: Community & Family Services Date: May 26, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: Amendment adds funds for staff assistance to the Housing and Community Development Commission for planning, evaluation, and citizen involvement.

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

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

Contractor Name: <u>City of Portland, BHCD</u> Mailing Address: <u>808 SW 3rd, #600</u> <u>Portland, OR 97204</u> Phone: <u>(503)823-2381</u> Employer ID# or SS#: _____ Effective Date: <u>Upon Execution</u> Termination Date: <u>June 30, 1994</u> Original Contract Amount: \$ <u>354,645</u> Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ <u>25,000</u> Total Amount of Agreement: \$ <u>379,645</u>	Remittance Address (if different) _____ <table style="width: 100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u>	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt																
<input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u>	<input type="checkbox"/> Net 30																
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES: Department Manager: *Solange Poe / RE* Date: May 26, 1994

Purchasing Director: _____ Date: _____

County Counsel: *[Signature]* Date: 6/23/94

County Chair/Sheriff: *[Signature]* Date: June 30, 1994

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01	156	010	1730			2025			city CDBG	\$25,000	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

pdx9401.caf

AMENDMENT #1

We, the undersigned, agree to amend Agreement No. 28902 between the City of Portland and MULTNOMAH COUNTY as follows:

1. I. Scope of Services is amended by adding subsection H:
"Multnomah County will provide staff assistance to the HCDC in the areas of planning, evaluation and citizen involvement to improve the community's capacity to meet the service needs of very low-income persons, particularly those who are homeless or have special needs."
2. II. Compensation and Method of Payment is increased by \$25,000. The last sentence of this section is amended to read "total compensation shall not exceed THREE-HUNDRED SEVENTY-NINE THOUSAND, SIX-HUNDRED AND FORTY-FIVE DOLLARS (\$379,645)."

All other terms and conditions of Agreement No. 28902 between the City of Portland and Multnomah County shall remain the same.

Dated this _____ day of _____, 1994.

CITY OF PORTLAND

MUTLNOMAH COUNTY

Commissioner Gretchen Kafoury




Tanya Collier, Vice-Chair

APPROVED AS TO FORM:

REVIEWED:

Jeffrey L. Rogers
City Attorney



Laurence Kressel
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-16 DATE 6/30/94

DEB. BOGSTAD
BOARD CLERK

MEETING DATE: JUN 30 1994

AGENDA NO: C-17

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Contract Amendment Extending County Operations of the City of Portland's Private Plumbing Loan Program through June 30, 1995

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: _____ **DIVISION:** Community & Family Svcs

CONTACT: Lorenzo Poe/Cecile Pitts **TELEPHONE:** 248-3691

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division recommends approval of the contract amendment from the City of Portland extending the Private Plumbing Loan program agreement through June 30, 1995.

The County Community Development Program has been administering the Private Plumbing Loan program on behalf of the City of Portland as part of a coordinated effort of both jurisdictions to provide financing for low to moderate income households for weatherization and home repair services linked to the hook-up of mid county residents to the mid county sewer project. These funds reimburse the County for providing loan intake.

The funds referenced in this amendment are included in the proposed FY 1994-95 budget.

7/5/94 ORIGINALS to Cilla Thurman

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe / PE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
pp195.bcc

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUN 23 PM 1:48



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND 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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Community and Family Services Division *SP/RE*

DATE: June 8, 1994

SUBJECT: Amendment to City of Portland Private Plumbing Loan Revenue Contract

I. Recommendation/Action Requested: The Community and Family Services Division, Community Development Program recommends Board of County Commissioner approval of the attached revenue contract amendment, for the period upon execution through June 30, 1995.

II. Background/Analysis: The Community and Family Services Division, Community Development Program, has a contract with the City of Portland for intake into the Private Plumbing Loan program. This amendment extends that contract for another year.

The Private Plumbing Loan program provides financial assistance to expand private plumbing financing options available to eligible property owners who are within the boundaries of the Mid County Sewer Project area and/or the Portland Urban Services Boundaries or who are in unincorporated Multnomah County and sign a consent to annex to the City. The program is coordinated with the City's Weatherization/Sewer-on-Site Program.

III. Financial Impact: This contract amendment provides the revenue authority for funds included in the Division's FY 1994-95 proposed budget.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: The County approved the original contract during FY 1993-94; this continues the County operation of the program.

VII. Citizen Participation: n/a

VIII. Other Government Participation: The revenue contract comes from the City of Portland and reflects cooperation between the City and County for mid-county services.

ppl95.srs

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

Contract # 103324


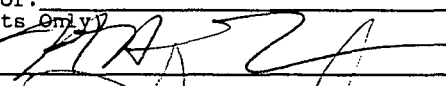
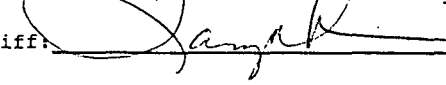
Amendment # 01

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$15,000	<input type="checkbox"/> Professional Services over \$15,000 (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 <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-17</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</div>

Department: _____ Division: Community & Family Services Date: 6/8/94
Contract Originator: Cilla Murray Phone: 248-3691 ext 6296 Bldg/Room: 161/2nd
Administrative Contact: Cilla Murray Phone: 248-3691 ext 6296 Bldg/Room: 161/2nd
Description of Contract: Extends the Private Plumbing Loan Program agreement for one year

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name: <u>City of Portland, Bureau of Comm. Devt</u> Mailing Address: <u>808 SW 3rd, #600</u> <u>Portland, OR 97204</u> Phone: <u>(503)823-2381</u> Employer ID# or SS#: _____ Effective Date: <u>Upon Execution</u> Termination Date: <u>June 30, 1995</u> Original Contract Amount: \$ <u>15,500</u> Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>15,500</u>	Remittance Address (if different) _____ Payment Schedule <input type="checkbox"/> Lump Sum \$ _____ <input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u> <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
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REQUIRED SIGNATURES:
Department Manager:  Date: June 8, 1994
Purchasing Director: _____ Date: _____
(Class II Contracts Only)
County Counsel:  Date: June 22, 1994
County Chair/Sheriff:  Date: June 30, 1994
Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
01	156	010	5400			2773			City Private Plumbing	\$15,500	

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

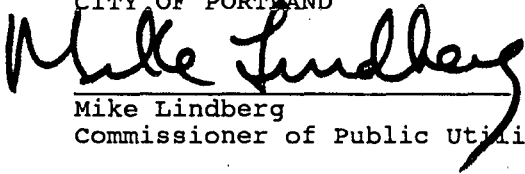
AMENDMENT TO CONTRACT, PRIVATE PLUMBING LOAN PROGRAM

Agreement No. #50159 (City of Portland), #103324 (Multnomah County) between the city of Portland and Multnomah County is amended as follows:

Section VI. Period of Agreement is amended to change the date of termination from June 30, 1994 to June 30, 1995.

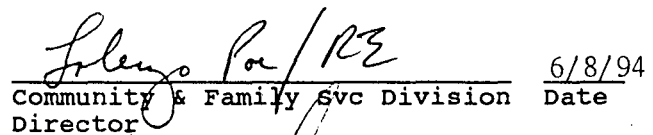
All other terms and conditions of the agreement remain in force.

CITY OF PORTLAND


Mike Lindberg
Commissioner of Public Utilities

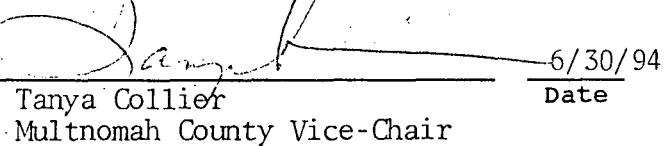
Date

MULTNOMAH COUNTY


Community & Family Svc Division
Director

6/8/94

Date

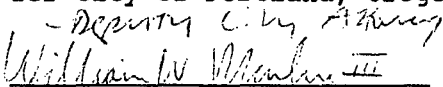

Tanya Collier
Multnomah County Vice-Chair

6/30/94

Date

APPROVED AS TO FORM:

JEFFREY L. ROGERS, City Attorney
for City of Portland, Oregon

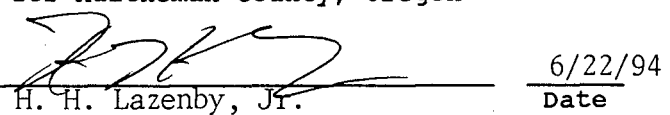
- Deputy City Attorney


6/1/94

Date

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon


H. H. Lazenby, Jr.

6/22/94

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-17 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUN 30 1994

AGENDA NO: C-18

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to 4-Party Agreement Concerning Housing Programs, to Change Beginning Date to July 1, 1993.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: June 23, 1994

Amount of Time Needed: consent

DEPARTMENT: _____ **DIVISION:** Community & Family Svcs

CONTACT: Lorenzo Poe/Rey España **TELEPHONE:** 248-3691

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division has received an amendment to the 4-Party Intergovernmental Agreement among the Cities of Gresham and Portland, Housing Authority of Portland, and Multnomah County, which concerns planning, development, and administration of housing and housing service programs for low income people.

The amendment changes the contract period to specify that the contract starts July 1, 1993. Current language did not have a starting date. This amendment was requested by the City of Gresham, for auditing and accountability purposes. It does not change the nature of the agreement.

7/5/94 ORIGINALS to Cella Thurman

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe / RE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

4partya.bcc

BOARD OF
COUNTY COMMISSIONERS
1994 JUN 21 PM 12:21
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND 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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Community and Family Services Division *LP/CE*

DATE: June 13, 1994

SUBJECT: FY 1993-94 Contract Amendment: 4-Party Intergovernmental Agreement

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the contract amendment to the 4-Party Intergovernmental Agreement concerning housing and services for low income people.

II. Background/Analysis: The Community and Family Services Division has received a contract amendment to contract #104934, among the Cities of Gresham and Portland, Housing Authority of Portland, and Multnomah County. The amendment specifies a start date of July 1, 1993. There is no other change in terms or conditions.

III. Financial Impact: none

IV. Legal Issues: The amendment has been requested by the City of Gresham, for auditing and accountability purposes. The agreement provides for the transfer of funds among governmental units; the start date verifies the legitimacy of fund transfers.

V. Controversial Issues: none

VI. Link to Current County Policies: The Board of County Commissioners has approved the 4-Party Intergovernmental Agreement; the funds have been adopted in the County Budget.

VII. Citizen Participation: The agreement involves the Housing and Community Development Commission.

VIII. Other Government Participation: This agreement is among four governmental bodies: City of Gresham, City of Portland, Housing Authority of Portland, and Multnomah County.

4party.srs

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104934

Amendment # 01

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-18</u> DATE <u>6/30/94</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: _____ Division: Community & Family Services Date: June 13, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: Amendment revises the term of the contract to add a start date.

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

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

<p>Contractor Name: <u>City of Gresham, City of Portland, Housing Authority of Portland, Multnomah County</u></p> <p>Mailing Address: <u>City of Portland BHCD, 808 S.W. 3rd, #600, Portland, OR 97204</u></p> <p>Phone: <u>(503) 823-2381</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1993</u></p> <p>Termination Date: <u>June 30, 1994</u></p> <p>Original Contract Amount: \$ <u>28,000 expense;</u> <u>\$50,000 revenue</u></p> <p>Amount of Amendments: \$ <u>0</u></p> <p>Total Amount of Agreement: \$ <u>28,000exp; 50,000rev</u></p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"> <tr> <td style="width: 50%;"> <p>Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u></p> <p><input type="checkbox"/> Other \$ _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p> </td> <td style="width: 50%;"> <p>Terms</p> <p><input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other</p> </td> </tr> </table>	<p>Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u></p> <p><input type="checkbox"/> Other \$ _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Terms</p> <p><input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other</p>
<p>Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u></p> <p><input type="checkbox"/> Other \$ _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Terms</p> <p><input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other</p>		

REQUIRED SIGNATURES: Department Manager: [Signature] Date: June 13, 1994

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: [Signature] Date: June 20, 1994

County Chair/Sheriff: [Signature] Date: June 30, 1994

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
										n/a	

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

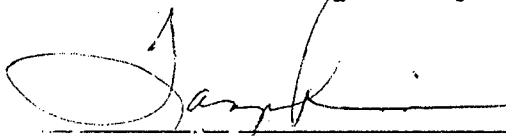
AMENDMENT #1

We, the undersigned, agree to amend the 1994 Intergovernmental Agreement (attached) between Multnomah County, City of Gresham, City of Portland, and the Housing Authority of Portland as follows:

6. Period of the Agreement is amended to read: "The effective date of this agreement is July 1, 1993 and it shall remain in effect through June 30, 1994. It may be renewed pursuant to an agreement of the parties.

All other terms and conditions of the Agreement shall remain the same.

Board of County Commissioners
Multnomah County, Oregon



Tanya Collier, Vice-Chair 6/30/94
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-18 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

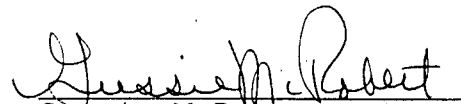
Housing Authority of Portland


Denny West, 6-3-94
Executive Director Date

Reviewed:

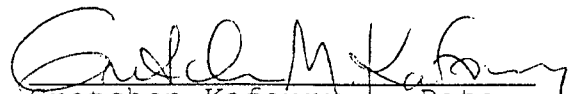

Laurence Kressel
County Counsel

City of Gresham

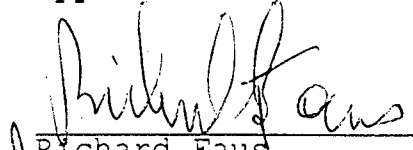

Gussie McRobert, Mayor 5/18/94
Date

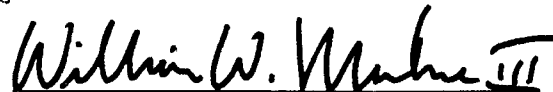
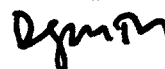

Bonnie R. Kraft,
City Manager

City of Portland


Gretchen Kafoury, Date
Commissioner of Public Affairs

Approved as to form:


Richard Faus,
Gresham City Attorney


Jeffrey L. Rogers
Portland City Attorney


MEETING DATE: JUN 30 1994

AGENDA NO: C-19

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: FY1993-94 Revenue Agreement from City of Portland, Allocating \$375,000 PILOT Funds to Homeless Programs Through the Community and Family Services Division

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: June 23, 1994

Amount of Time Needed: consent

DEPARTMENT: _____ **DIVISION:** Community & Family Svcs

CONTACT: Lorenzo Poe/Rey España **TELEPHONE:** 248-3691

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division has received a FY 1993-94 revenue agreement from the City of Portland, which allocates \$375,000 of PILOT funds for services for homeless youth and adults. This agreement follows contract #500453, which set up the sharing of PILOT funds for services for homeless and low income people.

The Board has already approved the original PILOT agreement and an accompanying resolution concerning how the funds will be used. This revenue agreement from the City repeats those commitments and is being used by the City as the vehicle to transfer funds to the County.

The PILOT funds have paid for homeless youth shelter and safe place services, as well as client and rent assistance for homeless adults and families.

7/5/94 ORIGINALS TO CELIA THURRAY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe/PC

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

pilot94.bcc

BOARD OF
COUNTY COMMISSIONERS
JUN 21 PM 2:59
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND 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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Community and Family Services Division *LP/RZ*

DATE: June 13, 1994

SUBJECT: FY 1993-94 Revenue Contract (PILOT) from City of Portland

I. Recommendation/Action Requested: The Community and Family Services Division, Community Action Program recommends Board of County Commissioner approval of the FY 1993-94 revenue agreement from the City of Portland.

II. Background/Analysis: The Community and Family Services Division has received a revenue agreement from the City of Portland which allocates \$375,000 PILOT funds for services for homeless and low income youth, adults, and families. The agreement follows up the adoption of the PILOT agreement, which authorizes the distribution of PILOT funds for these purposes.

The PILOT funds pay for 24-hour safe place services for homeless youth and client/rent assistance for homeless adults and families. These services were selected through a community planning process, approved by the Community Action Commission, and adopted by the City of Portland and Board of County Commissioners through resolution.

III. Financial Impact: This revenue agreement allocates \$375,000 in FY 1993-94 funds. These funds are already referenced in the County budget.

IV. Legal Issues: none.

V. Controversial Issues: none

VI. Link to Current County Policies: The County has adopted the PILOT agreement and accompanying resolution, which precedes this revenue contract.

VII. Citizen Participation: The use of PILOT funds was discussed through a community planning process and adopted by the Community Action Commission and Housing and Community Development Commission.

VIII. Other Government Participation: The PILOT funds are generated by the Housing Authority of Portland and constitute Payments-In-Lieu-Of-Taxes for social support services for homeless and low income people. The funds are channeled through the City of Portland to Multnomah County based on the original PILOT agreement.

pilot94.srs

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 105264

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p>[] Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p>[] Professional Services over \$15,000 (RFP, Exemption)</p> <p>[] PCRB Contract</p> <p>[] Maintenance Agreement</p> <p>[] Licensing Agreement</p> <p>[] Construction</p> <p>[] Grant</p> <p>[] Revenue</p>	<p style="text-align: center;">CLASS III</p> <p>[] Intergovernmental Agreement</p> <p>[x] Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-19</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: _____ Division: Community & Family Services Date: June 13, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: **Contract provides PILOT revenues for housing and support services for homeless people.**

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

ORS/AR # _____ Contractor is [] MBE [] WBE [] QRF

<p>Contractor Name: <u>City of Portland, BHCD</u></p> <p>Mailing Address: <u>808 SW 3rd, #600</u> <u>Portland, OR 97204</u></p> <p>Phone: <u>(503) 823-2381</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>September 29, 1993</u></p> <p>Termination Date: <u>June 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>375,000</u></p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Payment Schedule</td> <td style="width: 50%;">Terms</td> </tr> <tr> <td>[] Lump Sum \$ _____</td> <td>[] Due on Receipt</td> </tr> <tr> <td>[x] Monthly \$ <u>Per Invoice</u></td> <td>[] Net 30</td> </tr> <tr> <td>[] Other \$ _____</td> <td>[] Other</td> </tr> <tr> <td colspan="2">[] Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2">[] Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes [] No []</td> </tr> </table>	Payment Schedule	Terms	[] Lump Sum \$ _____	[] Due on Receipt	[x] Monthly \$ <u>Per Invoice</u>	[] Net 30	[] Other \$ _____	[] Other	[] Requirements contract - Requisition Required		Purchase Order No. _____		[] Requirements Not to Exceed \$ _____		Encumber: Yes [] No []	
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[] Other \$ _____	[] Other																
[] Requirements contract - Requisition Required																	
Purchase Order No. _____																	
[] Requirements Not to Exceed \$ _____																	
Encumber: Yes [] No []																	

REQUIRED SIGNATURES: Department Manager: [Signature] Date: June 13, 1994

Purchasing Director: [Signature] Date: _____

County Counsel: [Signature] Date: June 20, 1994

County Chair/Sheriff: [Signature] Date: June 30, 1994

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC IND
01	156	010	1730			2773			City of Portland	\$375,000	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

pilot94.caf

AGREEMENT NO.

An Agreement between the City of Portland (City) and Multnomah County, Community and Family Services Division (County) for \$375,000 to provide youth services, advocacy, and direct client assistance (i.e., deposits, rent or mortgage assistance, moving assistance, bus tickets) linked with transitional and permanent housing for low-income residents of Multnomah County.

RECITALS:

- A. Federal and State statutes permit the Housing Authority of Portland (HAP) to make payments in lieu of taxes (PILOT) to local taxing jurisdictions.
- B. HAP allocates funds to make PILOT disbursements from a portion of the rents collected from the tenants of specific HAP-owned properties.
- C. The City, the County and the District entered into an intergovernmental agreement on May 10, 1993 defining the distribution formula for PILOT funds.
- D. This intergovernmental agreement designates the City as the agent for the receipt and disbursement of PILOT funds pursuant to the IGA.
- E. On June 2, 1993, HAP transferred \$1,157,886.97 in PILOT funds to the City.
- F. After other disbursement requirements, the intergovernmental agreement directed the City to disburse the residual PILOT funds (\$357,877) to "housing and housing-related activities in a manner to be determined by the HCDC [Housing and Community Development Commission] and approved by the City and County."
- G. On September 8, 1993, the HCDC adopted a recommendation that \$100,000 should fund safe-place services for downtown youth, \$25,000 for advocacy, and \$250,000 for direct client assistance linked with housing for low-income residents of Multnomah County.
- H. Funding for direct client assistance beyond \$232,877 shall be contingent upon future payments of PILOT funds by HAP to the City.
- I. Except as otherwise provided for in the intergovernmental agreement, the HCDC further recommends that pending changes in circumstances, all future PILOT revenues be used to fund direct client assistance linked with housing for low-income residents of Multnomah County.

AGREED:

I. Scope of Services

The County will provide the services described below.

- A. \$250,000 in PILOT funds may only be used for direct client assistance (deposits, rent or mortgage assistance, moving assistance, transportation assistance, etc.) linked with transitional or permanent housing which leads to or removes barriers to housing stabilization. PILOT funds may not be used for agency staff, shelter, or transitional housing, except that PILOT funds allocated to providers of domestic violence services may be used to support agency staff placing clients in transitional or permanent housing.
- B. \$25,000 in PILOT funds will be used to support the efforts of the Community Action Program Office staff acting to support and further the purpose and mission of the Multnomah County Community Action Commission. The Commission has been established to address the needs of low income citizens in Multnomah County, by serving as the focal point for citizen involvement and advocacy in the emergency basic needs and community action service system, and by serving as the federally mandated community action board for Multnomah County.
- C. \$100,000 in PILOT funds will be used to provide housing and services to homeless youth including safe homes and case management for teen parents (\$25,000), housing and case management for homeless street youth (\$25,000), and winter day shelter and services for homeless street youth (\$50,000).
- D. The County shall provide the services listed in subsections A-C of this Section through June 30, 1994.
- E. Up to \$142,000 in PILOT funds will be used to provide the services listed in subsection A of this Section through fiscal year 1994-95 contingent upon the availability of future PILOT funds.

II. Compensation and Method of Payment

The County will be compensated for the above described services by the City of Portland through the Bureau of Housing & Community Development.

- A. Payments to the County will be made upon submission of a statement of expenditures to the City.
- B. The City and County agree that the total compensation under this agreement shall not exceed THREE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (\$375,000).
- C. Notwithstanding subsection A, payment of SEVENTEEN THOUSAND ONE HUNDRED AND TWENTY-THREE DOLLARS (\$17,123) shall be contingent upon future payments of PILOT funds by HAP to the City.

III. Project Manager

- A. The City Project Manager shall be Bob Durston, or such other person as

shall be designated in writing by the Director of the Bureau of Housing & Community Development.

- B. The County Project Manager shall be Bill Thomas, or such other person as shall be designated in writing by the Manager of the Community and Family Services Division.
- C. The City Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other actions referred to herein.

IV. Reporting Requirements

The County will prepare and submit the following quarterly and yearly reports to the Bureau of Housing & Community Development within 30 days of the end of the quarterly reporting period:

- A. A quarterly report that includes quarterly and year-to-date expenditures by service provider, use, and benefitted clients
- B. A yearly report that, in addition to the quarterly information, identifies client ethnicity, follow-up data on benefitted clients, and an evaluation of program performance as described in Sections V and VI.

V. Evaluation

An evaluation plan for rent, deposit, and mortgage assistance has been developed by the County, who will implement it for these funds (see attachment A). The County shall develop an evaluation process for the other activities eligible under this program and implement it as well.

VI. Schedule and Performance Measures

- A. Performance measures for PILOT funds will be developed by June 30, 1994 and become effective on July 1, 1994.
- B. The County shall complete its obligations under this contract on or before June 30, 1995.

VII. Maintenance of Records

The County is to maintain fiscal and billing related records as required under General Contract Provisions.

VIII. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** If, through any cause, the County shall fail to fulfill in timely and proper manner its obligations under this Contract, or if

the County shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the County of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Contract shall, at the option of the City, become the property of the City and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

- B. **TERMINATION FOR CONVENIENCE.** The City and County may terminate this Contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Contract less payments of compensation previously made.

The City, on thirty (30) days written notice to the County, may terminate this Agreement for any reason deemed appropriate at its sole discretion.

- C. **REMEDIES.** In the event of termination under Section A hereof by the City due to a breach by the County, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of excess.

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

In the event of termination under Section A, the City shall provide the County an opportunity for an administrative appeal.

- D. **CHANGES.** The City or County may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this Contract executed by the City and County. Any change that increases the amount of compensation payable to the County must be approved by ordinance of the City Council. Other changes may be approved by the Director of the Bureau of Housing &

Community Development.

- E. **NON-DISCRIMINATION.** In carrying out activities under this contact, the County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status or national origin. The County shall take affirmative actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The County shall post in conspicuous places, available to employees and applicants for employment, notices provided by the City setting for the provisions of this nondiscrimination clause. The County shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The County shall incorporate the foregoing requirements of this paragraph in all of its contracts for work funded under this contract, except contracts governed by Section 104 of Executive Order 11246.
- F. **ACCESS TO RECORDS.** The City, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the County which are directly pertinent to this contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payment and all other pending matters are closed.
- G. **MAINTENANCE OF RECORDS.** The County shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work hereunder. The County shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- H. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section G above.
- If an audit discloses that payments to the County were in excess of the amount to which the County was entitled, then the County shall repay the amount of the excess to the City.
- I. **INDEMNIFICATION.** To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, Multnomah County shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees

against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this contract.

J. **WORKERS' COMPENSATION INSURANCE.**

1. Multnomah County, its subcontractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit A, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The County further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement. If a current certificate is on file with the City in compliance with previous a contract, a duplicate is not necessary. In compliance with this paragraph, the County is self-insured for Workers' Compensation.
2. In the event the County's workers' compensation insurance coverage is due to expire during the term of this Agreement, the County agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the County agrees to provide the City of Portland such further certification of workers' compensation insurance a renewals of said insurance occur.
3. The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit B and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach pursuant to this subsection, City may terminate this Agreement immediately and the notice requirement contained in the subsection entitled, TERMINATION FOR CAUSE, hereof shall not apply.

K. **LIABILITY INSURANCE.** Multnomah County is self-insured as provided by Oregon law.

L. **SUBCONTRACTING AND ASSIGNMENT.** The County shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contract as specified in this contract. Notwithstanding City

approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if subcontractors are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City. Subcontractors shall be responsible for adhering to all regulations cited within this contract.

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

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

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

- O. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

No City officer or employees who participated in the award of this contract shall be employed by Multnomah County during the period of the contract.

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

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

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

In the event that the County provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process.

R. MONITORING. The City, through the Bureau of Housing & Community Development, shall monitor at least once each year that portion of the County's project funded with the City's General Funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

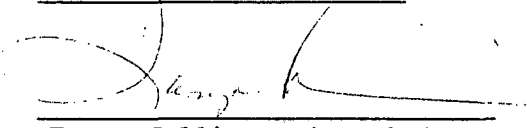
IX. Period of Agreement

The terms of this Agreement shall be effective as of September 29, 1993. The Agreement shall terminate as of June 30, 1995.

CITY OF PORTLAND

Commissioner Gretchen Kafoury

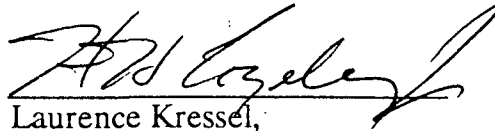
MULTNOMAH COUNTY



Tanya Collier, Vice-Chair

APPROVED AS TO FORM:

Jeffrey L. Rogers,
City Attorney



Laurence Kressel,
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-19 DATE 6/30/94

DEB BOGSTAD
BOARD CLERK



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464
421 S.W. FIFTH, SECOND FLOOR
PORTLAND, OREGON 97204-2221
FAX # (503) 248-3332

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

MEMORANDUM

TO: Program Managers and Case Managers at
Albina Ministerial Alliance, Human Solutions, Inc. and St. John's YWCA

FROM: Wendy Lebow, Planner *Wendy*

DATE: February 4, 1994

SUBJECT: Rent Assistance Evaluation

Background

A large amount of Community Action Program funds are used for rent assistance, and the amount increases each year. While this seems to be a good, common sense use of funds, we have not assessed the effectiveness of this service (e.g., we do not know if rent assistance is helping people to become or remain stably housed, or if short-term or long-term rent assistance is more effective, etc.). Given the absence of solid data, both the Community Action Commission and the Housing and Community Development Commission adopted statements calling for an evaluation of rent assistance.

As a result, a steering committee was formed, and a two-part process for evaluating rent assistance was developed. In the first part of the process, starting on February 11, a targeted evaluation with your three agencies will begin. Your agencies were chosen because of your involvement in the Family and Community Partnership Project (FCPP), with its related services and data collection capabilities. The program managers at AMA, HSI and SJY assisted in developing procedures and forms for the evaluation.

In the second part of the process, the rent assistance evaluation will be expanded to other agencies after a system-wide client tracking system is in place. The need to have complete and consistently collected data for the evaluation led to the decision to delay implementation of the larger evaluation. This memo details the questions, scope, process used and timeline for the evaluation.

Evaluation Questions

1. Is rent assistance effective for: Preventing homelessness? Assisting homeless persons to become stable in housing?
2. Are short-term and long-term rent assistance equally effective?

3. What presenting issues does rent assistance most effectively assist in resolving?
Are there times when rent assistance is ineffective?

The steering committee will, in the next couple of meetings, begin to define terms such as what constitutes housing stability, or how to define effectiveness.

Scope of the Evaluation

To evaluate rent assistance programs for families who are homeless or at risk of homelessness at the three agencies who participate in the FCPP. Included are all funds administered by the Community Action Program:

- ◆ EHA/Pilot funds - short-term assistance (30 days; up to \$600),
- ◆ CAPO/Homeless Families Emergency Assistance - coordinated with Adult and Family Services (30 days; up to \$1200),
- ◆ LIRHF funds - families at risk of homelessness (up to 6 months), and
- ◆ Mediation combined with rent assistance from any funding source,

And the program administered through the Housing Authority:

- ◆ HUD HOME funds, the Rent Assistance and Supplement Program (RASP) (up to 24 months; amount based on formula).

Methodology

Client-level demographics and service data will be collected by case managers completing the following forms: client intake, monthly service utilization and follow-up. Follow-up will be conducted 3, 6, 9 and 12 months after services have been completed. Follow-up questions will focus on current housing and income/employment status.

Also, we are going to seek a comparison group of similar persons who received funds but no services in order to begin to gauge the effectiveness of services. Families on AFDC who receive an Emergency Assistance Grant but no services are proposed as a possible comparison group.

Client Tracking System

The three participating FCPP agencies are already linked by modem to the new client tracking system. As discussed previously, the development of the system-wide client tracking system is currently underway. In order to allow client tracking system development to proceed at its own pace, we will wait until the MIS is operating before undertaking a system-wide evaluation. (The system-wide client tracking system is proceeding separately from the rent assistance evaluation, with Cilla Murray as lead staff.)

Timeline

February	FCPP agencies begin filling out all client tracking forms for evaluation
April	Develop plan for FY94-95 evaluation.
July	Interim evaluation report

MEETING DATE: JUN 30 1994

AGENDA NO: C-20

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Contract Between Community and Family Services Division and Portland Development Commission, City of Portland, for Weatherization of San Marcos Apartments

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: _____ DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Rey España TELEPHONE: 248-3691

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

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

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

The Community and Family Services Division is allocating \$6,504 to the City of Portland, Portland Development Commission, to weatherize the San Marcos Apartments in Northeast Portland. The Portland Development Commission is acting as project manager to renovate the complex; the County's Low Income Weatherization Program is contributing resources to install weatherization measures, including attic insulation. To qualify for these services, the majority of housing units must be occupied by low income people.

7/5/94 ORIGINALS TO CILLA THURRAY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe / R2

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

94pdcsn.bcc

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUN 23 PM 1:48



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND 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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *LP/KZ*
Community and Family Services Division

DATE: June 14, 1994

SUBJECT: Contract with Portland Development Commission for Weatherization of
San Marcos Apartments

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the attached contract with Portland Development Commission, for the period upon execution through July 31, 1994.

II. Background/Analysis: The Community and Family Services Division is contracting with the Portland Development Commission to contribute weatherization measures to the renovation the San Marcos Apartments in Northeast Portland. The Portland Development Commission is in charge of the project; the County's Weatherization Program is supporting weatherization measures, such as attic insulation.

III. Financial Impact: The contract is for \$6,504.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: This contract implements the County's goals of partnering, by combining funds from multiple sources to improve the housing stock for low income people.

VII. Citizen Participation: none

VIII. Other Government Participation: The renovation project is managed by the City of Portland, Portland Development Commission. The County's Low Income Weatherization Program frequently cooperates with PDC to renovate and weatherize low income multi-family housing complexes.

94pdcsn.srs

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 105254

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-20</u> DATE <u>6/30/94</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: _____ Division: Community & Family Services Date: June 14, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: Install weatherization measures at San Marcos Apartments.

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

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

<p>Contractor Name: <u>Portland Develop. Commission</u></p> <p>Mailing Address: <u>1120 SW Fifth Avenue</u> <u>Portland, OR 97204</u></p> <p>Phone: <u>(503) 823-3200</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>Upon execution</u></p> <p>Termination Date: <u>July 31, 1994</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: <u>\$6,504</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>Fee for service</u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	--

REQUIRED SIGNATURES: Department Manager: *[Signature]* Date: June 14, 1994

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: *[Signature]* Date: June 22, 1994

County Chair/Sheriff: *[Signature]* Date: June 30, 1994

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01	156	010	1732			6060		1745	LIEAP WX	\$6,504	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT
MULTNOMAH COUNTY DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION
WEATHERIZATION PROGRAM

105254

TERM OF CONTRACT: Upon Execution to July 31, 1994
CONTRACTOR NAME: Portland Development Commission TELEPHONE: 823-3200
CONTRACTOR ADDRESS: 1120 SW Fifth Avenue IRS NUMBER:
Portland OR 97204

PROJECT NAME: San Marcos Apartments
PROJECT ADDRESS: 810 NE Couch
Portland OR 97214

This contract is between Department of Social Services, Housing and Community Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Portland Development Commission, hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Scope of Work

a. CONTRACTOR agrees, for him/her self, his/her heirs, administrators, successors, and assigns, to perform and to complete the work identified below as described in this contract, including all Attachments and information included by reference.

<u>Service</u>	<u>Funds</u>	<u>Source</u>
Major Weatherization	\$ 3,252.00	County Administered Funds
Measure: (Attic Insulation)	\$ 2,352.00	
Measure: (6 accesses @ \$150.00)	\$ 900.00	

b. CONTRACTOR agrees to comply with provisions of the contract, weatherization program specifications and procedures manuals, and plans and specifications on file with the Multnomah County Purchasing Director incorporated herein by this reference.

c. CONTRACTOR shall install weatherization materials in accordance with audits, work orders, change orders, and contract amendments prepared by COUNTY. CONTRACTOR shall supply all necessary machinery, tools, apparatus, materials, and labor necessary to complete these work orders in accordance with COUNTY specifications and directions, and shall make any necessary repairs to property which may be damaged by CONTRACTOR in carrying out the work order.

d. All materials and equipment used by CONTRACTOR in the prosecution of work under this contract shall be of good quality, new, and shall meet the product specifications referenced in the Contract Document. If required by COUNTY, CONTRACTOR shall furnish satisfactory evidence (including reports or required tests) as to the kind and quality of materials and equipment.

e. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise provided in the Contract Documents.

f. CONTRACTOR shall confine equipment, storage of materials and equipment, and operations of workers to areas permitted by law, ordinances, permits, or work requirements, and shall not unreasonably encumber the work premises with equipment or materials. Further, during the work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work. At the completion of the work, CONTRACTOR shall remove all waste materials, rubbish, debris, tools, appliances, and surplus equipment from the premises and leave the premises clean and ready for occupancy. CONTRACTOR shall restore to their original condition those portions of the site

from the premises and leave the premises clean and ready for occupancy. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration.

g. It is the intent of the specifications and work order to describe a complete or partial project. Any work that may reasonably be inferred from the specifications or work order as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, or code in effect at the time of bid opening, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code shall change the duties and responsibilities of COUNTY or CONTRACTOR or any of their agents or employees from those set forth in this contract.

h. CONTRACTOR shall ensure that its employees are competent and suitably qualified to carry out the activities required under this contract. CONTRACTOR shall at all times maintain good discipline and order at the site.

i. CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the work conducted under this contract.

j. CONTRACTOR shall provide COUNTY with the name of a Project Supervisor and provide a 24 hour emergency phone number.

k. CONTRACTOR shall obtain and pay for all permits and licenses required for the job. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of bid opening.

l. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, including protections for employees and others on the site, materials and property at the site, and neighbors and their property if the work affects them. CONTRACTOR shall designate a responsible person from the organization whose duty shall be the prevention of accidents. In emergencies affecting the safety or protection of persons, the work, or property at the site or adjacent thereto, CONTRACTOR shall act to prevent threatened damage, injury, or loss, and shall notify COUNTY promptly in writing of any significant changes in the work caused thereby.

m. CONTRACTOR agrees to cooperate with COUNTY to maximize the cost effectiveness in weatherization measures undertaken.

2. Commencement of Work

a. COUNTY shall notify CONTRACTOR when work is allowed to proceed. No work shall be done at the site prior to the full execution of the contract.

b. Before starting work, CONTRACTOR shall study, compare, and report to COUNTY on the weatherization audit, work order, and physical structure to confirm that work ordered can be done to the structure, including checking and verifying field measurements and samples. CONTRACTOR shall check samples to verify material, manufacturer, any pertinent catalog numbers, and the use for which they were intended. CONTRACTOR shall notify COUNTY of any deviations from Contract Documents or work orders. COUNTY'S review and approval of measurements or samples shall not relieve the CONTRACTOR from responsibility for any deviations from the Contract Documents or work order unless CONTRACTOR has, in writing, called COUNTY'S attention to such deviation at the time of submission and COUNTY has given written concurrence and approval to the specific deviation. COUNTY may issue a change order or void the work order, as applicable.

3. Asbestos Precautions

a. Prior to work commencement, COUNTY shall inspect the work site and attempt to determine if the work involves any existing materials containing asbestos fibers. The COUNTY shall mark locations of any materials it believes to contain asbestos fibers and shall notify CONTRACTOR thereof.

b. CONTRACTOR shall be on the look-out for materials that may contain asbestos fibers. If CONTRACTOR encounters or suspects asbestos fibers in the course of work which were not marked by the COUNTY, CONTRACTOR shall stop work in that area and notify COUNTY. COUNTY shall evaluate the situation and instruct the CONTRACTOR on how or when to proceed with the work.

c. CONTRACTOR shall take every precaution possible to prevent the spread of asbestos fibers throughout the work under this contract and the adjacent portions of the existing structure. Unless authorized to do so, CONTRACTOR shall not break up and attempt to remove from the site any material suspected of containing asbestos fibers. Asbestos fibers carried around the site or into the existing structure due to the CONTRACTOR'S carelessness or failure to follow COUNTY procedures shall, at CONTRACTOR'S expense, be cleaned up in accordance with EPA guidelines and COUNTY recommendations and requirements.

4. Change Orders

a. Before any changes or alterations of the work order are started, CONTRACTOR shall request a written change order. This authorization can only be approved by a COUNTY auditor/inspector or a designated alternate. However, COUNTY may establish a written policy allowing changes up to a specified dollar amount to be made by CONTRACTOR without prior COUNTY approval.

b. CONTRACTOR shall promptly notify COUNTY, in writing or as instructed by COUNTY, of any subsurface or latent physical conditions at the site or in an existing structure which differ materially from those indicated or referred to in the Contract Document or work order. COUNTY shall investigate the situation. If COUNTY finds that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents or work order and which could not reasonably have been anticipated by CONTRACTOR, a change order shall be issued incorporating the necessary revisions.

c. COUNTY may authorize minor changes in the work not involving an adjustment in the job price or work timeline, which are consistent with the overall intent of the Contract Documents or work order. Such a field order shall be binding on both COUNTY and CONTRACTOR.

d. Additional work performed without authorization through a change order shall not entitle CONTRACTOR to an increase in job price or extension of work timeline, except in the case of an emergency related to CONTRACTOR'S safety protection responsibilities.

e. In the event of disputes or disagreements over work, CONTRACTOR shall provide to COUNTY, within fifteen (15) days of the occurrence, a report of the matter and shall request a formal decision. COUNTY shall review the report and supporting data and make an interpretation and/or decision. This process shall be used prior to the exercise of any other rights and remedies included in the contract or under law.

5. Work By Others

If additional work on the project is performed by other party(ies) than CONTRACTOR, CONTRACTOR shall cooperate with the other party(ies) in the prosecution of the work. CONTRACTOR shall allow introduction and storage of materials and equipment of the other party(ies) on site, shall coordinate work schedules, and shall inspect and promptly report to COUNTY any defects or deficiencies in the other party(ies)' work that affect CONTRACTOR'S ability to perform its work. CONTRACTOR'S failure to report apparent defects and deficiencies shall constitute an acceptance of the other work as fit and proper

for integration with CONTRACTOR'S work. CONTRACTOR shall not endanger any work of others by altering their work unless given written approval by COUNTY and the other party(ies) whose work will be affected.

6. Completions and Time Frames

a. All work must be completed and invoice submitted from CONTRACTOR within the time frame described in the Contract Documents unless CONTRACTOR has received written approval from COUNTY of an approved time extension, in order to receive full payment for work ordered.

b. COUNTY may approve a time extension equal to the amount of time lost due to delays beyond the control of CONTRACTOR, such as acts or neglect of COUNTY or others performing additional work on the project, fires, floods, labor disputes, epidemics, abnormal weather conditions, or other acts of nature. Delays due to shortage or inadequacy of labor or equipment shall not constitute an acceptable reason for a time extension.

c. If, through no act or fault of CONTRACTOR, the work is suspended for more than ninety (90) days by COUNTY or under order of court or other public authority, or if COUNTY fails to act upon an invoice within thirty (30) days of receipt, CONTRACTOR may, after seven (7) days written notice to COUNTY, stop work and/or terminate the contract. In such event, CONTRACTOR may recover payment from COUNTY for all work executed. However, CONTRACTOR shall carry on the work and maintain the progress schedule during all disputes or disagreements with COUNTY. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and COUNTY may otherwise agree in writing.

7. Payment Terms

a. The contract price or work order constitutes the total compensation, subject to authorized adjustments, payable to CONTRACTOR for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR without a change order shall be at CONTRACTOR'S expense.

b. If a change order increases the job price, the value of work covered by the change order shall be calculated by applying the unit prices contained in the contract to the quantities of the items involved.

c. CONTRACTOR shall invoice completed jobs and in-progress work, if applicable, on approved COUNTY forms within five (5) working days of completion of work. Invoices shall specify actual costs of labor and installed materials for work included on the work order and any COUNTY-approved change orders. If additional invoices are needed, they shall be typed. All unit priced items shall be invoiced as listed on the work order, unless changes have been authorized by COUNTY.

d. COUNTY shall inspect the work within five (5) working days of submission of invoice. COUNTY shall promptly notify CONTRACTOR if work does not pass inspection, and shall provide written specifications of required corrections. If job fails, CONTRACTOR shall have fifteen (15) working days to make corrections. COUNTY agrees to conduct reinspections within five (5) working days of receipt of notification from CONTRACTOR in writing of subsequent completion. COUNTY will charge CONTRACTOR \$50 for each Block-By-Block reinspection, \$100 for each Countywide reinspection and \$150 for a multifamily that has more than five units. If a multifamily reinspection takes more than one hour, then the COUNTY will charged an additional \$50 per hour. Work must pass inspection in order for CONTRACTOR to receive payment.

e. If any work to be inspected, tested, or approved is covered without written permission from COUNTY, it shall, at COUNTY'S request, be uncovered for observation. Any costs associated with the uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given COUNTY timely notice (at least 48 hours) of CONTRACTOR'S intention to cover the work and the COUNTY has not acted with reasonable promptness in response to such notice.

f. Payment to CONTRACTOR shall be issued within twenty-five (25) days following final inspection and approval by COUNTY of work completed. COUNTY shall pay for approved work in accordance with the prices listed in Part A, Section I, Subsection a of the Contract Document. Any costs incurred by CONTRACTOR over and above the agreed prices shall be at the sole risk and expense of CONTRACTOR. At CONTRACTOR'S request, the check for payment may be issued jointly to CONTRACTOR and subcontractor(s).

g. If COUNTY inspects work and finds new work needs to be ordered, a 30-day timeline will apply for new work. CONTRACTOR may be paid for completed portions of the job which have passed final inspection. Invoiced amounts shall be allowed only after COUNTY has verified that the materials, time, and/or quality of the workmanship justify the charges.

h. CONTRACTOR shall make prompt payment of any claim for labor or services furnished by any person or subcontractor in connection with this contract as such claims become due, and shall not permit any lien or claim to be filed or prosecuted against the COUNTY or client, on account of any labor or material furnished.

i. CONTRACTOR shall employ no person for more than eight hours in any one day, or forty hours in any one week unless in case of necessity, emergency, or where public policy absolutely requires it, and in such cases, shall pay such laborer at least time-and-a-half pay for all overtime in excess of eight hours a day and for work performed on non-business days. Further, if the Contract Documents require compliance with the Davis-Bacon Act, CONTRACTOR shall pay and cause to be paid not less than the prevailing rate of wages as of the date of the contract in Multnomah County, per hour, per day, and per week for and to each and every worker who may be employed in and about the performance of this contract.

j. In the event that CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this contract as said claim becomes due, whether said services and labor be performed for CONTRACTOR or for a subcontractor, then, and in such event, the COUNTY may pay such claim to the person or persons furnishing such labor or services and charge the amount thereof against funds due or to become due CONTRACTOR by reason of this contract. The payment of any such claim in the manner herein authorized shall not, however, relieve CONTRACTOR or its Surety from its or the Surety's obligation with respect to any unpaid claims.

k. CONTRACTOR shall not be compensated for work performed under this contract from any other COUNTY, state, or federal division or agency. Any funds received through or for activities arising under this contract shall immediately be reported to COUNTY.

l. All final requests for payment shall be received within forty-five (45) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

m. COUNTY may withhold payment for completed work under the following conditions:

1) The work is defective or has been damaged and needs to be corrected or replaced.

2) Written claims or liens have been made against COUNTY or client in connection with the work.

3) The job price has been reduced because of amendments or change orders.

4) The COUNTY has been required to correct defective work or complete the work.

5) The CONTRACTOR has failed to pay subcontractors and/or suppliers.

6) The CONTRACTOR has not satisfactorily prosecuted the work in accordance with the Contract Documents.

8. Warranties and Defective Work

a. CONTRACTOR guarantees any and all work performed under this contract against defective or improper workmanship or materials for a period of one year following final inspection and approval of work by COUNTY, and CONTRACTOR agrees at CONTRACTOR'S expense to make such repairs and do such other work as may be necessary to maintain the same in good condition as approved at the time of final inspection by COUNTY.

b. COUNTY may accept defective work through a change order reducing the job price.

c. If CONTRACTOR fails to complete work according to specifications, COUNTY may, after seven (7) days written notice to CONTRACTOR, correct and remedy the deficiency. To the extent necessary to complete corrective and remedial action, COUNTY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the work, and suspend CONTRACTOR'S services related thereto, and may take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery for which COUNTY has paid CONTRACTOR. CONTRACTOR shall allow COUNTY access to the site. All direct and indirect costs of COUNTY in exercising such rights shall be charged to CONTRACTOR, and a change order shall be issued reducing the job price.

9. Records and Record Retention

a. CONTRACTOR shall maintain job records on each client who receives services under this contract, unless the work requested precludes delivery of service on an individual client basis. All records and files shall be secured to prevent access by unauthorized persons.

b. CONTRACTOR agrees to maintain fiscal records and other records pertinent to this contract. All fiscal records shall be maintained pursuant to accepted accounting standards, Oregon Administrative Rules, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents.

c. All books, documents, papers, or other records shall be retained for three years from the date of expiration or termination of this contract. If, however, any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

10. Contract Renewal

Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed annually, for a period up through June 30, 1996. Conditions within the contract continue to apply.

11. Special Conditions

CONTRACTOR RESPONSIBILITIES:

a. No payments will be made until all work has passed final inspection.

b. All work performed must meet the Community Action Program Office weatherization specifications (Attachment A).

c. All materials must meet Bonneville Power Administration "Weatherwise" Program Approved Products List approval (Attachment B).

d. The program must meet federal Davis Bacon Act requirements.

e. All applicable federal laws applying to weatherization services are enforced.

f. The CONTRACTOR will accept audit and scope of work as presented by the COUNTY. The CONTRACTOR will contract out all work to be performed.

g. The CONTRACTOR will provide requests to the COUNTY for in progress inspections when half completed and/or when attic insulation is being installed. The CONTRACTOR will assure discrepancies, if any, from in progress inspections are corrected.

h. The CONTRACTOR will request final inspection from the COUNTY.

i. The CONTRACTOR will pay general and/or subcontractors. The CONTRACTOR will assure general contractors pay subcontractors and vendors.

j. CONTRACTOR shall provide all permits, materials, and labor necessary to install weatherization measures in the residence.

k. The CONTRACTOR must comply with Applicable Contracts with County and Funder Sources (Attachment C) where applicable.

COUNTY RESPONSIBILITIES:

a. The COUNTY will assure that the CONTRACTOR has a complete copy of the written audit.

b. The COUNTY will approve the scope of work for weatherization measures at the residential site office.

c. The COUNTY will perform in progress inspections.

d. The COUNTY will perform final inspections related to weatherization measures.

e. The COUNTY will pay the CONTRACTOR for work completed and approved up to a maximum of \$3,245 of county administered funds. The COUNTY will pursue all rebates allowable from this measure through Portland General Electric's Low Income Rebate Program.

f. The COUNTY does not assume responsibility for enforcing or determining compliance with Federal, State, or Local Codes, Regulations or interpretations.

PART B. GENERAL CONDITIONS

1. Amendments to Contract

This contract, its conditions, statement of work, and budget may be amended by mutual agreement of the parties. Contract prices shall not be amended except that COUNTY may offer to adjust prices to reflect a COUNTY-approved cost of living adjustment. Amendments shall only be valid when reduced to writing, approved as required, and signed.

2. Assignment and Subcontracting

a. This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior written approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

b. If CONTRACTOR plans to subcontract, CONTRACTOR shall have a written contract with each subcontract entity. All subcontracts must be executed prior to the first day of service, unless prior written approval has been granted by the COUNTY. CONTRACTOR agrees to furnish a copy of each subcontract to the COUNTY upon request.

c. At a minimum, all subcontract agreements shall specify:

1) That SUBCONTRACTOR shall comply with all applicable provisions of the agreement between CONTRACTOR and the COUNTY, each of which must be specifically incorporated into the subcontract;

2) That SUBCONTRACTOR shall comply with all applicable federal, state, county, and local statutes, rules, regulations, policies, guidelines, requirements, and funding criteria governing work, facilities, and operations;

3) That SUBCONTRACTOR is an independent contractor and not an agent of the COUNTY or CONTRACTOR. The SUBCONTRACTOR shall indemnify, defend, and hold harmless the State of Oregon, and the COUNTY and their officers, agents, and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the SUBCONTRACTOR, its own subcontractors or the employees of either; or on account of or in consequence of carrying out the terms of the subcontract; or because of any act or omission, neglect, or misconduct of the SUBCONTRACTOR.

d. CONTRACTOR shall take all reasonable steps to assure that subcontractors have competent and suitably qualified employees.

e. Responsibility for project integrity shall rest with the CONTRACTOR. Any disallowed costs on the part of the subcontractors, due to error or otherwise, will be considered to be disallowed costs of the CONTRACTOR. The COUNTY may recover such disallowed costs through repayment, withholding, or other means permitted by law.

f. CONTRACTOR shall take all reasonable steps in selecting, monitoring, and auditing its subcontractors to prevent misuse or mismanagement of funds delegated under this agreement. CONTRACTOR shall take all reasonable action against its subcontractors, at CONTRACTOR'S expense, to recover any funds misused, mismanaged, or misspent.

3. Authority of Designated Representatives

a. CONTRACTOR agrees to recognize the Director of the Housing and Community Services Division and designated representatives as COUNTY'S administrative authority for services provided under this contract.

b. CONTRACTOR shall designate an individual to be responsible for administration of the contracted program, including coordination with COUNTY. CONTRACTOR shall further designate one or more individuals to be authorized to sign invoices under this contract. The names and signatures of these individuals shall be provided to COUNTY and maintained in COUNTY'S program files.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. Reduction or termination shall not affect payment for allowable expenses incurred prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws and Requirements

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing the work of this contract, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. If CONTRACTOR observes that the work specifications are at variance with applicable laws, ordinances, rules, and regulations, CONTRACTOR shall promptly notify COUNTY; any necessary changes shall be reflected in a change order. If CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, and regulations, and has not notified COUNTY in writing, CONTRACTOR shall bear all cost arising therefrom.

c. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are by this reference incorporated into this contract.

d. CONTRACTOR agrees to comply with all applicable licensing and certification requirements.

e. For funds used by CONTRACTOR which are contracted from other sources to the COUNTY, CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in those certain contracts.

6. Confidentiality

All client information obtained by the CONTRACTOR in the performance of this agreement shall be considered confidential and not divulged for any purpose not directly connected with the administration of the program or monitoring and evaluation by COUNTY except upon written consent of the recipient or the recipient's attorney, responsible parent, or guardian. The COUNTY and its subcontractors shall share information only to the extent necessary to effect services for clients. CONTRACTOR'S personnel having access to information pertaining to recipients of services shall complete, sign, and retain for three years a non-disclosure agreement. Nothing, however, prohibits the disclosure of information in summaries, statistical, or other forms, which do not identify particular individuals.

7. Conflict of Interest

CONTRACTOR shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a

desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

8. Fiscal Requirements

a. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports and invoices when due, comply with federal audit standards, repay disallowed costs, or perform contracted work may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required work, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR. If payment is to be delayed, COUNTY shall inform CONTRACTOR within two (2) days of the date of the decision to take this action.

b. Costs of the CONTRACTOR may be charged to this contract only if they are in payment for: 1) work performed under this contract; 2) work performed in conformance with all applicable local, state, and federal regulations and statutes; 3) an obligation incurred during the contract period; and 4) costs not in excess of one hundred percent of the work performed. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within ten working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.

c. Any COUNTY payments made for purposes not authorized by this contract shall be deducted from further payments or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a public entity, COUNTY shall be entitled to the legal rate of interest on late payment of overpayment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

9. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or its subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S or its subcontractor's performance of its duties under this contract.

10. Independent Contractor Status

CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its work. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for work under this contract.

11. Insurance, Bonding, and Workers Compensation

a. CONTRACTOR shall obtain, and at all times keep in effect, a Standard Liability Insurance Policy issued by a company authorized to do business in Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this

contract. COUNTY shall be named as an additional insured on the insurance policy. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. The limits of CONTRACTOR'S liability insurance shall be subject to statutory change as to maximum limits of liability imposed upon municipalities of the State of Oregon during the terms of this contract.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction with limits at fair market value at time of receipt or purchase by CONTRACTOR.

e. If CONTRACTOR wishes to have work exceed \$9,999 at any one time, a Performance Bond must be furnished at the time this contract is executed or an amendment is provided to COUNTY. The Bond must be in the full amount of the contract. The Bond shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. All Bonds shall be executed by such Sureties as are licensed to conduct business in Oregon and are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

f. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in Oregon, or it ceases to meet the requirements, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to COUNTY.

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

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage at a minimum for the amounts set forth in ORS Chapter 30.

12. Integration

The contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

13. Litigation

a. In cases of litigation arising out of this contract, the prevailing party shall be entitled to reasonable attorney's fees. Public bodies may be exempt

from this provision provided each party agrees to bear its own legal costs in the event of litigation arising out of this contract.

b. CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed or any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

14. Monitoring and Enforcement

a. COUNTY shall monitor the work and financial activities of CONTRACTOR to ensure that all work provided by CONTRACTOR under this contract conforms to state, federal, and COUNTY standards and specifications included in the Bid Documents, contract, manuals, and other documents referenced in the contract. COUNTY may make site visits while the work is in progress to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding according to Contract Documents or work order.

b. CONTRACTOR shall provide for monitoring reviews, including review of service and fiscal records, policies, and procedures, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. Monitoring shall include, as applicable, but not be limited to: inspection of inventory records, fiscal records, job files, including original receipts of expenditures, and review of compliance with contract provisions. Monitoring shall also examine quality of service as determined by inspection failure rates.

d. If CONTRACTOR materially fails to comply with any term of this contract, whether stated in a statute or regulation as provided in Part B, Subsection 5, notice of award, contract, or elsewhere, including completing corrective action in the time specified, COUNTY may take one or more of the following actions:

1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.

2) Disallow all or part of the cost of the activity or action not in compliance.

3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.

4) Withhold further awards for the program.

5) Take other remedies that may be legally available.

Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this contract.

e. In taking enforcement action, COUNTY shall provide CONTRACTOR an opportunity for such hearing, appeal, or other administrative proceeding to which CONTRACTOR is entitled under any statute or regulation applicable to the action involved.

15. Nondiscrimination

CONTRACTOR agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation laws, statutes, rules, and regulations.

16. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

17. Termination

a. This contract may be terminated by either party by thirty (30) days written notice to the other party.

b. Immediate termination by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to perform work under this contract.

2) Upon notice if CONTRACTOR fails to start up work on the date specified in this contract, fails to continue to perform work for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.

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

4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.

5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of work.

6) Upon evidence of improper or illegal use of funds provided under this contract.

7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. COUNTY may require that all work be suspended upon delivery of a notice to terminate the contract, and any additional work must have prior approval by COUNTY. Costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract. All unexpended money and property purchased by CONTRACTOR under this contract shall be returned to the COUNTY within 60 days of written notice of termination.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.


e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

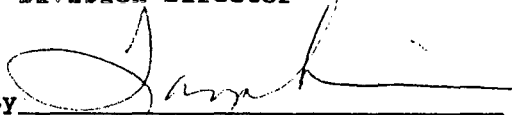
In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

PORTLAND DEVELOPMENT COMMISSION


By  6/14/94
Community and Family Svc Date
Division Director

By _____ Date
Contractor

By  6/30/94
Tanya Collier Date
Multnomah County Vice-Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel for
Multnomah County, Oregon

By  6/22/94
H. H. Lazenby, Jr. Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-20 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

PART C: CERTIFICATE OF COMPLIANCE WITH
SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal and state laws, rules, and regulations governing services and programs under contract, including the following:

1. Application, Acceptance, Use and Audit of Federal Funds

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

2. Code of Federal Regulations Regarding Weatherization Programs

CONTRACTOR agrees to comply with the applicable Code of Federal Regulations governing federally-funded weatherization programs, including:

10 CFR 440.18	Allowable Expenditures
10 CFR 440.21	Standards and Techniques for Weatherization
10 CFR 440.22	Eligible Dwelling Units
10 CFR 600.103	Cost Determination
10 CFR 600.104	Responsible Applicant
10 CFR 600.105	Special Restriction Conditions of the Award
10 CFR 600.107	Cost Sharing
10 CFR 600.109	Financial Management Systems
10 CFR 600.110	Cash Depositories
10 CFR 600.111	Bonding and Insurance
10 CFR 600.112	Payment
10 CFR 600.113	Program Income
10 CFR 600.114	Budget and Project Revisions
10 CFR 600.115	Performance Reports
10 CFR 600.117	Property Management
10 CFR 600.118	Patents, Data, and Copyrights
10 CFR 600.119	Procurement Under Grants and Subgrants
10 CFR 600.120	Audit Requirements
10 CFR 600.124	Record Retention Requirement
10 CFR 600.436	Procurement

3. Department of Energy Assurances

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;

2) The population eligible to be served by race, color, national origin, sex, age, and handicap;

3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;

4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and

6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure CONTRACTOR'S compliance with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees.

4. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about: 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

7. Environmental Protection

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

9. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

10. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

12. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

13. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

14. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in the contract.

PART D: CERTIFICATE REGARDING NONDISCRIMINATION
1992-93

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. American Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment except when there is a bona fide occupational limitation. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Housing and Community Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

PART E: CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

MEETING DATE: JUN 30 1994

AGENDA NO.: C-21

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of amendment #2 to intergovernmental agreement with Oregon Health Sciences Univeristy

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 6/16/94

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 #2 to intergovernmental agreement #200064 providing dental services to low-income persons. Additional funds have been made available to provide dental services to HIV positive persons.

7/5/94 ORIGINALS TO HERMAN BRAME

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

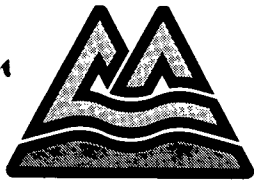
Or

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

1994 JUN 23 PM 1:48
MULTI-MEDIA 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: Bill Odegaard

REQUESTED PLACEMENT DATE:

DATE: June 6, 1994

SUBJECT: Amendment #2 to Agreement with Oregon Health Sciences University

- I. Recommendation/Action Requested: The Board is requested to approve this amendment to an agreement with Oregon Health Sciences University to provide dental care to HIV positive persons.
- II. Background/Analysis: Since July 1976 the Health Department has contracted with Oregon Health Sciences University to provide dental care for low-income county residents. The amendment provides additional funds in order to provide dental services to HIV positive persons.
- III. Financial Impact: The agreement will be increased by \$4,300 payable to the contractor upon execution of the amendment. The total agreement is \$382,275.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to work cooperatively with other governmental units.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: Federal "340" grant funds.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200064Amendment # 2

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-21</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</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 Provide dental services to HIV positive persons.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORFContractor Name Oregon Health Sciences UniversityMailing Address 3181 S.W. Sam Jackson Park Road
Portland, Oregon 97201Phone 255-8803Employer ID# or SS# 93-6001768WEffective Date Upon ExecutionTermination Date June 30, 1994Original Contract Amount \$ 278,670Total Amount of Previous Amendments \$ 99,305Amount of Amendment \$ 4,300Total Amount of Agreement \$ 382,275**REQUIRED SIGNATURES:**Department Manager Billie OdegaardPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) _____Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☒ Lump Sum \$ 4,300 ☐ Due on receipt☐ Monthly \$ Upon Execution ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 6/8/94

Date _____

Date June 22, 1994Date June 30, 1994

Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	015	0740			6060		0300	OHSU Dental	\$4,300		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANCERY INITIATION

BANK FINANCE

MULTNOMAH COUNTY HEALTH DEPARTMENT
PAYOUT WORKSHEET - CASCADE AIDS PROJECT
92-93 DENTAL CONTRACT #201163

PAID ON EXECUTION OF CONTRACT (FISCAL 92-93)
WITHHELD ON FEB 94 INVOICES 93-94 CONTRACT # 200544
ADJUSTMENT PAYOUT TO CAP, TO REFLECT CAP'S ACTUAL PMTS
CAP'S PAYMENTS UNDER CONTRACT PER DETAIL

5,000.00
(4,509.00)
208.30
699.30

Pay this amount to CAP
to settle 92-93 contract.
(contra contract # 200544)

CONTRACT AMOUNT, PER ABOVE
CAP'S NET REIMBURSEMENT, PER ABOVE
FUNDABLE TO RUSSELL STREET DENTAL (*)

5,000.00
(699.30)
4,300.70

Funds available
to Russell St. Dental
(contra contract # 200544)

(*) Please note that this reduces CAP's current year contract #200544 by \$4,300.70.

cc: JB Selkregg
Loreen Nichols
Jeanne Gould
Tom Fronk

AMENDMENT NO 2 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 Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, the COUNTY and CONTRACTOR are parties to a certain Agreement dated June 24, 1993, entitled DENTAL SERVICE AGREEMENT(hereinafter "Agreement"); and

WHEREAS, the parties mutually desire to amend said Agreement in the manner hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

Amend Section 4. SERVICES to add:

D. Provide dental services to HIV positive persons.

Amend Section 5. REIMBURSEMENT to add:

D. County will pay CONTRACTOR \$4,300 upon execution for provision of dental services to HIV positive persons.

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

By: _____

Date: _____

MULTNOMAH COUNTY, OREGON

By: Tanya Collier
Tanya Collier, Vice-Chair

Date: June 30, 1994

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-21 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

93-6001768w
Contractor I.D. Number

HEALTH DEPARTMENT

By: Billi Odegaard

Billi Odegaard, Director

Date: 6/9/94

By: Gordon B Empey
Program Manager

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: H. H. Lazenby, Jr.

Date: June 22, 1994

MEETING DATE: JUN 30 1994

AGENDA NO.: C-22

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of intergovernmental agreement with state Health Division

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 6/9/94

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 State Health Division. County will pay state to provide diagnostic hepatitis testing for county clients. The state will charge the county for the tests.

7/5/94 ORIGINALS TO HERMAN BRAME

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

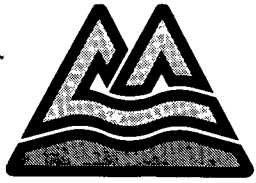
Or

DEPARTMENT MANAGER: Bill Oslepard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/2288-5654

1994 JUN 21 PM 2:58
MULTNOMAH COUNTY
CLERK'S OFFICE



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]* E. Odegaard

REQUESTED PLACEMENT DATE: 6/9/94

DATE: May 25, 1994

SUBJECT: Ratification of intergovernmental agreement with the Oregon Health Division

- I. Recommendation/Action Requested: The Board is requested to approve this intergovernmental agreement with the State Health Division for the period July 1, 1994 to and including June 30, 1995.
- II. Background/Analysis: This is a renewal of an agreement with the Oregon Health Division, Public Health Laboratory for the provision of various laboratory tests that the county laboratory is not capable of performing. The county has negotiated a favorable rate for each of the following tests:
 - 1) HBsAg tests at \$4.00 per test.
 - 2) Anti-HBc test at \$4.00 per test.
 - 3) Anti-HBs test at \$5.00 per test.
 - 4) IgM-AntiHAV test at \$10.00 per test.
 - 5) IgM-AntiHBC test at \$10.00 per test.
 - 6) Hepatitis B Prevaccine Screen (OSHA) test at \$7.00 per test.
 - 7) Rubella test at \$3.50 per test.
 - 8) Syphilis test at \$1.25 per test.
 - 9) Childhood Blood Lead test at \$10.00 per test.
 - 10) HIV (chargeable) test at \$12.00 per test.
- III. Financial Impact: County will pay state based on agreed upon rates.
- IV. Legal Issues: None.

V. Controversial Issues: None.

VI. Link to Current County Policies: Continuing to work cooperatively with other governmental entities in the provision health care.

VII. Citizens Participation: None.

VIII. Other Government Participation: None.



CONTRACT APPROVAL FORM (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

 Contract # 200075
 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-22</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

 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 State will provide various laboratory tests.

 RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORF

 Contractor Name State Health Division
 Mailing Address 800 N.E. Oregon St. #21
Portland, Oregon 97204
 Phone 229-6380 / 229-5754
 Employer ID# or SS# _____
 Effective Date July 1, 1994
 Termination Date June 30, 1995
 Original Contract Amount \$ Requirements
 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 checked="" type="checkbox"/> Monthly \$ <u>Invoice</u>	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**
 Department Manager Billie Odgaard
 Purchasing Director
 (Class II Contracts Only) [Signature]
 County Counsel [Signature]
 County Chair / Sheriff [Signature]
 Contract Administration
 (Class I, Class II Contracts Only)
Encumber: Yes ☐ No ☐Date 5/30/94

Date _____

Date 20 June 94Date June 30, 1994

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC	IND
01.	156	015	0870			6110			State Lab.	Requirements		
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

LABORATORY SERVICES AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the _____ day of _____, 1994, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the State of Oregon acting by and through Oregon State Public Health Laboratory (hereinafter referred to as "STATE").

W I T N E S S E T H:

WHEREAS, COUNTY's Health Department requires Hepatitis Laboratory testing services which STATE is capable of providing, under terms and conditions hereinafter described; and

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

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

1. Term.

The term of this Agreement shall be from July 1, 1994, to and including June 30, 1995, unless sooner amended or terminated under the provisions in paragraph 14.

2. Services.

A. STATE's services under this Agreement shall consist of the following:

1) Test sera from COUNTY's clients for: Hepatitis B surface Antigen (HB_sAg); Hepatitis B core Antibody (HB_cAb); Hepatitis B surface Antibody (HB_sAb); Hepatitis A Virus Antibody - IgM Specific (HAVAB-IgM).

2) REEP and MCPCO clients will be tested for HBsAg, Rubella and Syphilis.

3) Call laboratory results at 248-3555 and or send or fax laboratory reports of results to Multnomah County Laboratory, 426 SW Stark, 9th Floor, Portland, Oregon 97204.

4) Pick up serum specimens daily from COUNTY Laboratory.

3. Compensation.

A. COUNTY agrees to pay STATE for the performance of those diagnostic (i.e., clinic) services provided hereunder, which payment shall be based upon the following applicable terms:

- 1) HBsAg tests at \$4.00 per test.
- 2) Anti-HBc test at \$4.00 per test.
- 3) Anti-HBs test at \$5.00 per test.
- 4) IgM-AntiHAV test at \$10.00 per test.
- 5) IgM-AntiHBC test at \$10.00 per test.
- 6) Hepatitis B Prevaccine Screen (OSHA) test at \$7.00 per test.

- 7) Rubella test at \$3.50 per test.
- 8) Syphilis test at \$1.25 per test.
- 9) Childhood Blood Lead test at \$10.00 per test.
- 10) HIV (chargeable) test at \$12.00 per test

B. STATE agrees not to charge COUNTY for screening (i.e., prenatal and refugee), and communicable disease (i.e., food handler) services.

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

D. COUNTY makes no guarantee as to the quantity of referrals that will be made from this Agreement.

E. Based upon a monthly invoice from STATE, COUNTY will send monthly payments to: Manager, Fiscal Services Section, Oregon State Health Division, P.O. Box 231, Portland, Oregon 97207.

4. Contractor is Independent Contractor

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

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

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

5. Workers Compensation

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

6. Contractor Identification

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

7. Subcontracts and Assignment

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

8. Access to Records

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

9. Waiver of Default.

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

10. Adherence to Law

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

B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. and the Americans With Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification

A. In the event that COUNTY's Agreement obligation is amended by a federal or state initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

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

12. Integration

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

13. Record Confidentiality

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

14. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by STATE, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

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

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

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

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

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

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

15. Litigation.

A. STATE shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against STATE or any subcontractor of which STATE may be aware of which may result in litigation related in any way to this Agreement.

16. Oregon Law and Forum

17. Certification Regarding Lobbying.

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the CONTRACTOR shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

OREGON STATE HEALTH DIVISION

By _____
Date _____

Federal I.D. Number

STATE PUBLIC HEALTH LABORATORY

By _____
Date _____

By _____
Business Manager

By _____
Fiscal Officer

MULTNOMAH COUNTY, OREGON

By Tanya Collier
Tanya Collier, Vice-Chair

HEALTH DEPARTMENT

By Billi Odegaard
Billi Odegaard, Director
Date 5/30/94

By [Signature]
Program Manager

Date 5/19/94

REVIEWED:

LAURENCE KRESSEL, County
Counsel for Multnomah County,
Oregon

By [Signature]
Date 20 June 94

5491.doc

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-22 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUN 30 1994

AGENDA NO.: C-23

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 6/16/94

Amount of Time Needed: 5 minutes

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 agreement with Oregon Health Sciences University to provide dental services for low-income County residents. The University will provide the services through its School of Dentistry at Project Dental Health (Russell Street Dental Center.) The County will reimburse the State for the services.

7/5/94 ORIGINALS TO HERMAN BRAME

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

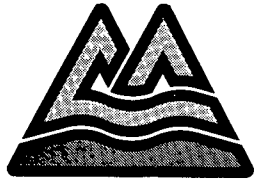
Or

DEPARTMENT MANAGER: Bill Odegard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUN 23 PM 1:47



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: Billi Odegaard

REQUESTED PLACEMENT DATE: 6/16/94

DATE: June 6, 1994

SUBJECT: Ratification of agreement with Oregon Health Sciences University

- I. Recommendation/Action Requested: The board is requested to approve this intergovernmental agreement Oregon Health Sciences University for the period July 1, 1994 to and including June 30, 1995.
- II. Background/Analysis: Since July 1976 the Health Department has contracted with Oregon Health Sciences University to provide dental care for low-income county residents. The funds are from the Primary Care "330" federal grant.
- III. Financial Impact: The County has budgeted \$278,670 to pay 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 the provision of health care.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200115

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-23</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</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 Provide dental services to low-income Multnomah county residents.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Health Sciences UniversityMailing Address 3181 S.W. Sam Jackson Park Road
Portland, Oregon 97201Phone 255-8803Employer ID# or SS# 93-6001768WEffective Date July 1, 1994Termination Date June 30, 1995Original Contract Amount \$ 278,670

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:

Department Manager Billie OddegaardPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) _____Remittance Address _____
(If Different) _____

Payment Schedule

Terms

- ☐ 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 6/17/94

Date _____

Date June 22, 1994Date June 30, 1994

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.												
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
AND
OREGON HEALTH SCIENCES UNIVERSITY
DENTAL SERVICE AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this ____ day of _____, 1994, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as "COUNTY") and the 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").

W I T N E S S E T H:

WHEREAS, UNIVERSITY is providing dental services through its School of Dentistry at Project Dental Health (Russell Street Dental Center), located at 214 North Russell Street, Portland, Oregon; and

WHEREAS, COUNTY receives FEDERAL funds to purchase dental services for low-income COUNTY residents through an Agreement with UNIVERSITY;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS herein contained, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall be from July 1, 1994 through and including June 30, 1995, subject to earlier termination under Section 11 hereof.

2. DEFINITION

As used in this Agreement:

A. "Center" shall mean Project Dental Health

B. "Dental Services" shall (except as expressly limited by Attachment B) mean those professional services provided by dentists, students, and paradental personnel, including diagnostic, preventive, surgical, and therapeutic services which are prescribed and directed by dentists and performed by dentists, students, and paradental personnel.

C. "Third-Party Payor" means parties such as insurance organizations, Medicare, Medicaid, or individuals which make payments for dental services rendered to patients.

D. "Contact Person" means the representatives of each party. The contact person at the County will be the Dental Health Director. The contact person at the University will be the Dental Project Director.

3. ELIGIBILITY

UNIVERSITY will provide dental services to patients who meet the income criteria on the COUNTY's FY 92-93 Discount Schedule as expressed in Exhibit C.

4. SERVICES

A. UNIVERSITY will provide comprehensive dental care services as described in Attachment A.

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

5. REIMBURSEMENT

A. COUNTY will reimburse UNIVERSITY up to a maximum of \$278,670 authorized for dental services at UNIVERSITY by a Department of Health and Human Services, Public Health Service Region X (DHHS) grant to COUNTY. As of July 1, 1992, COUNTY will initiate processing for a COUNTY warrant for UNIVERSITY in the amount of \$23,276.42 by the 5th working day of each month following the delivery of services (July's payment will be initiated before August 5, 1992). The final June payment will be reconciled to yearly actual expenditures. UNIVERSITY will submit quarterly financial and performance reports no later than 30 calendar days following the end of each quarter.

B. UNIVERSITY will take reasonable steps to ascertain third-party coverage of all patients and will make reasonable efforts to obtain reimbursement for covered services.

C. UNIVERSITY will charge patients for dental services rendered using the COUNTY's FY 93-94 Discount Schedule.

6. DENTAL AND DENTAL HYGIENE STUDENTS

A. By this Agreement, both parties recognize the teaching opportunities presented by Center, as well as the potential for increased patient care afforded by access to health professional students.

B. UNIVERSITY may allow up to four (4) dental or dental hygiene students to engage in clinical practices at Center on any regularly scheduled working day, provided that the following conditions are satisfied.

1) Students will be supervised by a faculty dentist duly authorized by UNIVERSITY, within the constraints of the law, to supervise clinical treatment.

2) Center patients will always be informed when a student will be providing treatment. Any Center patient who wishes to refuse services from a student may do so.

7. RECORDS

A. Records will be the property and responsibility of UNIVERSITY during the period of this Agreement; however, where authorized by or on behalf of the patient or where permitted or required by law, COUNTY shall have the right to examine such records and to make copies thereof at its cost.

B. UNIVERSITY will submit to COUNTY such financial, statistical, and narrative reports as may be required to meet DHHS reporting requirements currently known as Bureau of Community Health Services Reporting Requirements, or as subsequently amended by DHHS. Such reports will be submitted to COUNTY within twenty (20) working days following the end of each calendar quarter. If additional reports are developed for Center management, UNIVERSITY will make them available to COUNTY.

8. GRIEVANCES

A. Grievances involving professional care not satisfactorily resolved among patients, COUNTY and UNIVERSITY will be referred to the Multnomah County Dental Association Peer Review Committee for resolution.

B. Major Disaster or Epidemic. In the event of any major disaster or epidemic, UNIVERSITY shall render dental services insofar as practical, according to its best judgement, within the limitations of such facilities and personnel as are then available, but UNIVERSITY shall have no liability or obligation for delay or failure to provide dental services due to lack of available facilities or personnel if such lack is the result of such disaster or epidemic.

C. Circumstances Beyond University's Control. In the event that, due to circumstances not reasonably within the control of UNIVERSITY, such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, disability of a significant part of UNIVERSITY personnel, or similar causes, the rendition of Dental Services hereunder is delayed or rendered impractical, UNIVERSITY shall have no liability or obligation on account of such delay or such failure to provide services.

9. OREGON LAW AND FORUM

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

10. WAIVER OF DEFAULT

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

11. EARLY 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 provide; or

2) By either party upon sixty (60) calendar days' written notice to the other, delivered by certified mail or in person; or

3) Both parties agree that this Agreement is subject to the availability of FEDERAL funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may renegotiate payment and service requirements, or terminate this Agreement. Reduction or termination will not effect payment for allowable expenses prior to the effective date of such action.

4) By COUNTY effective upon delivery of written notice to UNIVERSITY by certified mail or in person under any of the following conditions:

a) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by UNIVERSITY.

b) Upon notice if UNIVERSITY fails to deliver services specified in this Agreement, or if UNIVERSITY fails to continue to provide service for the entire Agreement period.

c) Upon notice if COUNTY has evidence that UNIVERSITY has endangered or is endangering the health and/or safety of clients, staff, or the public.

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

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

12. RESEARCH

A. UNIVERSITY will inform both COUNTY and patients, or person(s) legally responsible for patients of any clinical dental investigations, experiments, or research proposed.

B. Any such investigations, experiments, or research shall be limited by and conducted in accordance with law and accepted medical and dental standards relating to such research. Any investigations, experiments, or research involving human subjects shall be subject to approval by the UNIVERSITY'S Committee on Human Research.

C. Written consent for any investigations, experiments, or research shall be obtained from patients or person(s) legally responsible for the patient.

13. COMPLIANCE WITH LAW

In connection with its activities under this Agreement, UNIVERSITY 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.

14. WORKERS' COMPENSATION INSURANCE

UNIVERSITY 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. UNIVERSITY further agrees to maintain such coverage for the duration of this Agreement.

15. UNIVERSITY IS INDEPENDENT CONTRACTOR

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

B. UNIVERSITY shall defend, 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 subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300.

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

16. AUDIT OF PAYMENTS

COUNTY either directly or through a designated representative may audit the records of UNIVERSITY at any time during the three year period from the date of completion or termination of this Agreement. This audit shall only be directed to services provided by UNIVERSITY and payments provided by COUNTY under terms of this Agreement. If an audit discloses that payments to UNIVERSITY were in excess of the amount to which UNIVERSITY was entitled, UNIVERSITY shall repay the amount of excess to COUNTY. Repayment shall be made in a manner specified by COUNTY.

17. RECORD CONFIDENTIALITY

A. UNIVERSITY agrees to keep all client records confidential in accordance with the applicable provisions of state law.

B. The use or disclosure by any part of any information concerning a patient for any purpose not directly connected with the administration of the COUNTY or UNIVERSITY'S responsibilities with respect to services provided under this Agreement is prohibited except on written consent of the patient, his/her attorney, or the person legally responsible for the patient.

C. Only upon receipt of written consent from the patient, his/her attorney, or the person legally responsible for the patient, or where required by law, will UNIVERSITY provide access to patient's records.

18. REPORTING REQUIREMENT

University agrees to compile and have available all statistics required by BHCD and to comply with all BHCD policies.

19. ASSIGNMENT

This Agreement may not be assigned by UNIVERSITY without prior written consent of COUNTY.

20. MODIFICATION

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

21. INTEGRATION

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

22. OMB CIRCULAR A-133

If contractor is determined by the COUNTY to be a subrecipient of federal funds passed through the COUNTY, the CONTRACTOR will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to nonprofit organizations.

OREGON HEALTH SCIENCES UNIVERSITY

MULTNOMAH COUNTY, OREGON

By _____

Dennis Borden, Ph.D.
Assistant Vice President,
Research Administration

By _____

Tanya Collier
Vice-Chair

Date _____

Date June 30, 1994

93-6001768W

Federal I.D. Number

HEALTH DEPARTMENT

By _____

Billi Odegaard, Director

Date _____

By _____

Program Manager

Date _____

REVIEWED:

LAURENCE KRESSEL, County
Counsel for Multnomah County,
Oregon

By _____

H. H. Lazenby, Jr.

Date _____

June 22, 1994

2411.doc

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-23 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

ATTACHMENT A
DENTAL CARE BENEFITS

The following dental services will be provided by the University's School of Dentistry at the Project Dental Health (PDH) in Portland. Dental services provided at other facilities will not be covered unless specifically authorized by PDH staff. All services are subject to the section on Exclusions and Limitations.

PROVIDED SERVICES	BENEFIT COVERAGE
Dental Examinations	Provided in full at PDH
Diagnosis and Treatment Plan	Provided in full at PDH
Patient Counseling and Preventive Procedures	Provided in full at PDH
Emergency Care for Acute Conditions	Provided in full at PDH
Oral Surgery	Provided in full at PDH
Preventive Maintenance	Provided in full at PDH
Restorative Dentistry	Provided at PDH salvageable carious teeth restored to functional acceptability. Porcelain and gold fillings provided only when teeth cannot be adequately restored by any other filling material.
Prosthetic Appliances	Provided at PDH includes full or partial dentures, bridges and space maintainers. Minimum copayment equal to laboratory fee required. Full or partial dentures provided at selected nursing homes by PDH staff.
Endodontics	Provided at PDH; limited to two teeth.
Periodontics	Provided at PDH; excludes periodontal surgery.

ATTACHMENT B
LIMITATIONS AND EXCLUSIONS

A. EXCLUSIONS

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

B. LIMITATIONS

1. Endodontics - limited to 2 teeth.
2. Fixed crowns and bridges - limited to 2 abutments and pontics; not to exceed 4 units total. Minimum copayment is to be equal to the laboratory fee.
3. Additional endodontics, crown and bridge, periodontal surgery and minor orthodontics are available to enrollees on a space available basis and charged at full fee in accordance with the currently established fee schedule.

MEETING DATE: JUN 30 1994

AGENDA NO.: C-24

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 6/23/94

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Fronk TELEPHONE #: 4274

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 agreement with Oregon Health Sciences University to provide on-line medical direction to the county's Emergency Medical Services (EMS) in accordance with Multnomah County Code (MCC). County will pay the state for the services.

Continued to 7/7/94

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Bill Odegaard

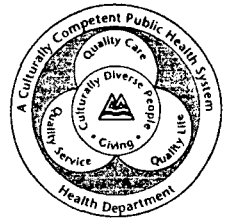
(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES.)

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

1994 JUN 21 PM 2:21
MULTNOMAH COUNTY
BOARD OF
COUNTY COMMISSIONERS



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: Billi Odegaard

REQUESTED PLACEMENT DATE: 6/23/94

DATE: June 6, 1994

SUBJECT: Ratification of agreement with Oregon Health Sciences University

- I. Recommendation/Action Requested: The board is requested to approve this intergovernmental agreement Oregon Health Sciences University for the period July 1, 1994 to and including June 30, 1995.
- II. Background/Analysis: The Multnomah County Code (MCC) and Emergency Medical Services (EMS) rules require a single point for medical direction, data collection and research. Oregon Health Sciences University has been able to provide the required services and can continue to do so.
- III. Financial Impact: The County has budgeted \$10,200 to pay 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 the provision of health care.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200125

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # _____ DATE _____ <hr/> 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 Collection and correlation of data related to trauma care in Multnomah county.

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

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

Contractor Name Oregon Health Sciences University
MRH Ambulance/Emergency Services
 Mailing Address 3181 S.W. Sam Jackson Park Road
Portland, Oregon 97201 MBS

Phone 270-7500 / 279-8525Employer ID# or SS# 93-6001-786WEffective Date July 1, 1994Termination Date June 30, 1995Original Contract Amount \$ 10,200

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:Department Manager Brian OdgaardPurchasing 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
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 6/10/94

Date _____

Date June 20, 1994

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.	<u>156</u>	<u>015</u>								<u>\$10,200</u>		
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
AND
OREGON HEALTH SCIENCES UNIVERSITY
EMERGENCY MEDICAL SERVICE AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____ 1994, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the 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 "STATE"),

WITNESSETH:

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

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

WHEREAS, Multnomah County Code (MCC) and Emergency Medical Services (EMS) rules require a single medical direction point, a single point of data collection, and research, therefore

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

1. Term.

The term of this Agreement shall be from July 1, 1994, to and including June 30, 1995, unless sooner terminated under the provisions hereof.

2. Services.

A. STATE shall furnish on-line medical direction and comply with the following performance indicators:

1) All calls requesting on-line medical direction must be answered by the appropriate physician in fifty-five (55) seconds at least ninety percent (90%) of the time.

2) STATE must provide a process to assure that staff physicians are knowledgeable of the protocols. This process may include but not be limited to: educational sessions, tests, and inservice for protocol updates. The process must be approved by COUNTY.

3) STATE will develop a process for Standard Operating Procedures (SOP) adoption which governs on-line medical direction. COUNTY will review operating procedures prior to their implementation. STATE will adhere to the SOPs at all times. Failure to provide these SOP's for COUNTY review is a breach of Contract.

4) A plan must be developed and approved by the COUNTY which details a problem solving process for any complaint or issues presented to the STATE's medical director or communications coordinator. This plan must assure a complaint resolution which will be furnished to the COUNTY no more than thirty (30) days from date of complaint filing.

5) The STATE will implement a quality assurance/quality improvement process that reviews standards, operations, and performance, identifying problems and their solutions. This process will allow for input from COUNTY, and will report summary data and findings to the Medical Advisory Board Quality Assurance Subcommittee on a quarterly basis.

6) The STATE will participate in the COUNTY's quality assurance process by providing a staff member, when requested, and by providing medical resource hospital data and information on a timely basis as requested by the Quality Assurance Committee.

7) The Medical Resource Hospital medical director shall meet with the Multnomah County physician supervisors at their regularly scheduled meetings to discuss online medical control issues and exchange information.

B. The STATE shall provide trauma communications coordination and comply with the following performance indicators. The trauma communications coordination function is being provided at the request of the Area Trauma Advisory Board (ATAB I).

1) All trauma communication coordination requests must be answered within ten (10) seconds ninety percent (90%) of the time.

2) The STATE must develop a process which allows for Standard Operating Procedures (SOP) adoption and includes the Area Trauma Advisory Board and COUNTY review prior to implementation. The STATE will adhere to the SOPs at all times.

3) The STATE must provide a plan which details a problem solving process for any complaint. The plan must assure that the STATE has an outcome from the complaint which will be furnished to the COUNTY no more than thirty (30) days from the date of complaint filing.

C. The state will assist in provision of inservice training to emergency medical technicians in Multnomah County and comply with the following performance indicators:

1) The number of inservices which will be offered in each year is twelve (12), but is adjustable to more or fewer at COUNTY and STATE discretion.

2) The coordination of those courses will be carried out through a joint arrangement with the STATE, COUNTY, and other hospitals in Multnomah County.

3) STATE services required are that cases and case summary for case review will be provided. One MRH physician will be in attendance to provide the case review.

D. STATE shall be responsible for central data collection for medical direction and trauma communication coordination activities. STATE shall comply with the following performance indicators:

1) STATE is to collect this data from Emergency Medical Technicians at the time that they contact STATE for on-line medical direction or Trauma Communications Coordination (TCC) functions.

2) The specific data points to be collected are referenced in appendix A.

3) Raw data points are to be provided to COUNTY for monthly periods. These will be in the form of diskettes in dBase 3 form, provided no later than the 30th of the following month.

4) The data points as described in appendix A may be modified upon the concurrence of COUNTY and STATE.

5) STATE shall provide a trauma communications center monthly report which complies with the format in appendix B.

6) The data (voice tapes, written reports, and all data points collected) is the sole property of COUNTY, which has the sole authority for release of the data. COUNTY shall prescribe guidelines to be used for the release of the data and STATE must follow these guidelines. It is the intent of guidelines that they facilitate and not impede academic research (see appendix C).

7) STATE shall also provide COUNTY proof of Joint Commission of American Hospitals (JCAH) accreditation and that it meets or exceeds all requirements of MCC 6.31.060 (A-6) and rules adopted pursuant thereto.

3. Compensation.

A. COUNTY agrees to pay STATE \$10,200 based on the following terms:

1) COUNTY agrees to provide and maintain two 800 MHz radios and a multichannel recorder used to provide MRh communications.

2) One quarter advance of the total amount upon execution of this Agreement, balance payable in three (3) quarterly installments upon receipt of billings from STATE.

3) Expenditure reports are to be sent to the EMS Director, Health Department, 426 SW Stark, 9th Floor, Portland, Oregon 97204.

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

C. All final billings affecting Agreement payments must be received within thirty (30) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of STATE.

4. Contractor is Independent Contractor

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

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

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

5. Workers Compensation

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

6. Contractor Identification

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

7. Subcontracts and Assignment

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

8. Access to Records

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

9. Waiver of Default.

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

10. Adherence to Law

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

B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification

A. In the event that COUNTY's Agreement obligation is amended by a federal or state initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

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

12. Integration

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

13. Record Confidentiality

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

14. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by STATE, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver

by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

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

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

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

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

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

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

15. Litigation.

A. STATE shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against STATE or any subcontractor of which STATE may be aware of which may result in litigation related in any way to this Agreement.

16. Oregon Law and Forum

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

17. Certification Regarding Lobbying

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

OREGON HEALTH SCIENCES UNIVERSITY

By _____

Thomas G. Fox

Vice President

Date _____

93-6001786W

MULTNOMAH COUNTY, OREGON

By _____

Beverly Stein, County Chair

Date _____

HEALTH DEPARTMENT

By Billi Odegard

Billi Odegard, Director

Date 6/10/94

EMERGENCY MEDICAL
SERVICES

By [Signature]

William Collins, Director

Date 6-7-94

REVIEWED:

LAURENCE KRESSEL, County
Counsel for Multnomah County,

By [Signature]

Date June 20, 1994

5024.doc

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # _____ DATE _____

BOARD CLERK

MEETING DATE: JUN 30 1994

AGENDA NO.: C-25

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of agreement with Clatsop County Public Health Department

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 6/23/94

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

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

PERSON(S) MAKING PRESENTATION: 5 minutes or less

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 agreement with Clatsop County Public Health Department. The county will pass-thru state funds to the contractor to provide HIV case management services for Clatsop County residents with disabling HIV disease.

7/5/94 originals to Herman Brane

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

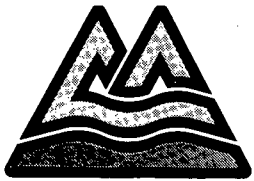
Or

DEPARTMENT MANAGER: Billi Odegard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF
COUNTY COMMISSIONERS
CLATSOP COUNTY
OREGON
1994 JUN 21 PM 12:20



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 Odgaard

REQUESTED PLACEMENT DATE: 6/23/94

DATE: June 9, 1994

SUBJECT: Ratification of agreement with Clatsop County Public Health Department

- I. Recommendation/Action Requested: Board approval is requested for this agreement with the Clatsop County Public Health Department for the period July 1, 1994 to and including June 30, 1995.
- II. Background/Analysis: The state has selected Multnomah County to be the agent to disburse funds to various counties to maintain a program of HIV case management services. This is a renewal of last year's contract.
- III. Financial Impact: County will provide contractor with up to \$8,084 for the program.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to cooperate with other governmental entities in the provision of health care.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: State provides funding.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200135

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-25</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</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 Provide HIV case management services for persons with disabling HIV disease.RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date Gov't ExemptionORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORFContractor Name Clatsop County Public Health Department (Kaye Hellberg)Mailing Address P.O. Box 206
Astoria, Oregon 97103Phone 325-8500Employer ID# or SS# N/AEffective Date July 1, 1994Termination Date June 30, 1995Original Contract Amount \$ 8,084

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 checked="" type="checkbox"/> Monthly \$ <u>674</u>	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Billie OdegaardPurchasing 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 6/10/94

Date _____

Date 20 June 94Date June 30, 1994

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	156	015	0320			6060		0371	HIV/White	\$8,084		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

AGREEMENT BETWEEN
MULTNOMAH COUNTY
AND
CLATSOP COUNTY PUBLIC HEALTH DEPARTMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 1994, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the CLATSOP COUNTY PUBLIC HEALTH DEPARTMENT, (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

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

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

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

1. Term.

The term of this Agreement shall be from July 1, 1994, to and including June 30, 1995, unless sooner terminated under the provisions hereof.

2. Services.

A. CONTRACTOR agrees to maintain a program of HIV case management services. Program activities may include:

- 1) Ongoing linkage with existing HIV/AIDS service providers and other local advocacy groups.
- 2) As appropriate, recruit and train local volunteers.
- 3) Contact area hospitals, medical groups, social service agencies, voluntary and fraternal groups regarding the services as well as grassroots development and advocacy.
- 4) Develop policies, procedures and standards for client referral, home visiting, case management, teaching and evaluation.
- 5) Educational and resource materials development and distribution including medical records forms.
- 6) Purchase and distribution of medical and service vouchers for direct client care.

B. CONTRACTOR agrees to provide case management services to persons with disabling HIV disease. Case management services will include:

- 1)) Initial Contact and Needs Assessment to identify the physical, psychosocial and educational needs of client as well as home safety, nutritional status, personal care needs, need for medical follow-up and pain control.
- 2) Development of a plan of care based on assessment of needs, goals of client and resources available.
- 3) Intervention, based on plan of care which may include referral

* Medication management

- * Nutritional support
- * Coordination of volunteers
- * Disease specific education of clients and caregivers
- * Caregiver respite
- * Child care
- * Grief and loss counseling
- * Personal care decisions
- * Benefits eligibility
- * Stress reduction
- * Mental health assessments
- * Substance abuse treatment
- * Spiritual counseling
- * Emotional support to clients, partners, and family members
- * Facilitating early hospital discharge by assuring that support systems

place prior to patient discharge

- * Coordination of client care
- * Coordination of home health agency and hospice nursing services

4) Evaluation of client services will include reassessment of client status and needs, updating care plan as indicated, referrals and accurate record keeping

C. Case Manager funded under this program will provide a minimum of 20 case management contacts visits per month.

D. CONTRACTOR will submit a quarterly report to county on approved Ryan White Title II reporting form detailing total number of clients receiving services, demographic information of clients served and types of services provided.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR a maximum of \$8,084 based on the following terms:

1) A maximum of \$674 per month upon receipt of a monthly report detailing number of unduplicated clients receiving case management visits and services vouchers provided.

2) Expenditure reports are to be sent to HIV Contract Manager Multnomah County Health Department, 20 NE 10th, 2nd floor, Portland, OR 97232.

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

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

4. Contractor is Independent Contractor

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

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

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

5. Workers Compensation

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

6. Contractor Identification

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

7. Subcontracts and Assignment

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

8. Access to Records

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

14. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

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

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

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

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

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

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

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

15. Litigation.

A. CONTRACTOR shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against CONTRACTOR or any subcontractor of which CONTRACTOR may be aware of which may result in litigation related in any way to this Agreement.

16. Oregon Law and Forum

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

17. Certification Regarding Lobbying

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

18. OMB Circular A-133

If CONTRACTOR is determined by the COUNTY to be a subrecipient of federal funds passed through the COUNTY, the CONTRACTOR will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to nonprofit organizations.

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

CLATSOP COUNTY PUBLIC HEALTH DEPARTMENT

By _____

Date _____

Federal I.D. Number

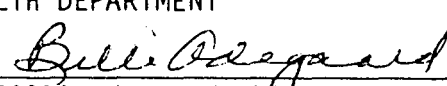
MULTNOMAH COUNTY, OREGON

By 

Tanya Collier
Multnomah County Vice-Chair

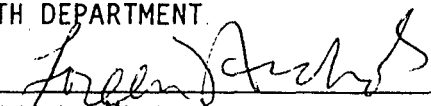
Date June 30, 1994

HEALTH DEPARTMENT

By: 
Billi Odegaard, Director

Date: 6/10/94

HEALTH DEPARTMENT

By: 
Program Manager

Date: 6/1/94

REVIEWED:

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

By: 

H. H. Lazenby, Jr.
Date: June 20, 1994

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-25 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUN 30 1994

AGENDA NO.: C-26

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of agreement with Tillamook County Public Health Department

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 6/23/94

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

Ratification of agreement with Tillamook County Public Health Department. The county will pass-thru state funds to the contractor to provide HIV case management services for Tillamook County residents with disabling HIV disease.

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

7/5/94 ORIGINALS to Herman Brame

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

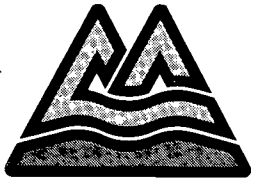
Or

DEPARTMENT MANAGER: Billi Odegaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF
COUNTY COMMISSIONERS
1994 JUN 21 PM 12:21
TILLAMOOK 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]* Ed Odgaard

REQUESTED PLACEMENT DATE: 6/23/94

DATE: June 9, 1994

SUBJECT: Ratification of agreement with Tillamook County Public Health Department

- I. Recommendation/Action Requested: Board approval is requested for this agreement with the Tillamook County Public Health Department for the period July 1, 1994 to and including June 30, 1995.
- II. Background/Analysis: The state has selected Multnomah County to be the agent to disburse funds to various counties to maintain a program of HIV case management services. This is a renewal of last year's contract.
- III. Financial Impact: County will provide contractor with up to \$11,003 for the program.
- IV. Legal Issues: None.
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to cooperate with other governmental entities in the provision of health care.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: State provides funding.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 200145

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-26</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</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 Provide HIV case management services for persons with disabling HIV disease.

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

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

Contractor Name <u>Tillamook County Public Health Dept. (Sue Cameron)</u>	Remittance Address _____
Mailing Address <u>P.O. Box 489</u>	(If Different) _____
<u>Tillamook, Oregon 97141</u>	
Phone <u>842-3900</u>	Payment Schedule _____ Terms _____
Employer ID# or SS# <u>N/A</u>	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on receipt
Effective Date <u>July 1, 1994</u>	<input checked="" type="checkbox"/> Monthly \$ <u>917</u> <input type="checkbox"/> Net 30
Termination Date <u>June 30, 1995</u>	<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other _____
Original Contract Amount \$ <u>11,003</u>	<input type="checkbox"/> Requirements contract - Requisition required.
Total Amount of Previous Amendments \$ _____	Purchase Order No. _____
Amount of Amendment \$ _____	<input type="checkbox"/> Requirements Not to Exceed \$ _____
Total Amount of Agreement \$ _____	

REQUIRED SIGNATURES:

Department Manager Billie AdigaardPurchasing Director _____
(Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration _____
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐Date 6/10/94

Date _____

Date 20 June 94Date June 30, 1994

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	015	0320			6060		0371	HIV/White	\$11,003		
02.												
03.												

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

AGREEMENT BETWEEN
MULTNOMAH COUNTY
AND
TILLAMOOK COUNTY PUBLIC HEALTH DEPARTMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 1994, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the TILLAMOOK COUNTY PUBLIC HEALTH DEPARTMENT, (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

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

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

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

1. Term.

The term of this Agreement shall be from July 1, 1994, to and including June 30, 1995, unless sooner terminated under the provisions hereof.

2. Services.

A. CONTRACTOR agrees to maintain a program of HIV case management services. Program activities may include:

- 1) Ongoing linkage with existing HIV/AIDS service providers and other local advocacy groups.
- 2) As appropriate, recruit and train local volunteers.
- 3) Contact area hospitals, medical groups, social service agencies, voluntary and fraternal groups regarding the services as well as grassroots development and advocacy.
- 4) Develop policies, procedures and standards for client referral, home visiting, case management, teaching and evaluation.
- 5) Educational and resource materials development and distribution including medical records forms.
- 6) Purchase and distribution of medical and service vouchers for direct client care.

B. CONTRACTOR agrees to provide case management services to persons with disabling HIV disease. Case management services will include:

- 1)) Initial Contact and Needs Assessment to identify the physical, psychosocial and educational needs of client as well as home safety, nutritional status, personal care needs, need for medical follow-up and pain control.
- 2) Development of a plan of care based on assessment of needs, goals of client and resources available.
- 3) Intervention, based on plan of care which may include referral

* Medication management

- * Nutritional support
- * Coordination of volunteers
- * Disease specific education of clients and caregivers
- * Caregiver respite
- * Child care
- * Grief and loss counseling
- * Personal care decisions
- * Benefits eligibility
- * Stress reduction
- * Mental health assessments
- * Substance abuse treatment
- * Spiritual counseling
- * Emotional support to clients, partners, and family members
- * Facilitating early hospital discharge by assuring that support systems

place prior to patient discharge

- * Coordination of client care
- * Coordination of home health agency and hospice nursing services

4) Evaluation of client services will include reassessment of client status and needs, updating care plan as indicated, referrals and accurate record keeping

C. Case Manager funded under this program will provide a minimum of 20 case management contacts visits per month.

D. CONTRACTOR will submit a quarterly report to county on approved Ryan White Title II reporting form detailing total number of clients receiving services, demographic information of clients served and types of services provided.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR a maximum of \$11,003 based on the following terms:

1) A maximum of \$917 per month upon receipt of a monthly report detailing number of unduplicated clients receiving case management visits and services vouchers provided.

2) Expenditure reports are to be sent to HIV Contract Manager Multnomah County Health Department, 20 NE 10th, 2nd floor, Portland, OR 97232.

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

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

4. Contractor is Independent Contractor

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

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

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

5. Workers Compensation

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

6. Contractor Identification

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

7. Subcontracts and Assignment

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

8. Access to Records

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

14. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding of

funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

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

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

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

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

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

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

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

15. Litigation.

A. CONTRACTOR shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against CONTRACTOR or any subcontractor of which CONTRACTOR may be aware of which may result in litigation related in any way to this Agreement.

16. Oregon Law and Forum

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

17. Certification Regarding Lobbying

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

18. OMB Circular A-133

If CONTRACTOR is determined by the COUNTY to be a subrecipient of federal funds passed through the COUNTY, the CONTRACTOR will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to nonprofit organizations.

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

TILLAMOOK COUNTY PUBLIC HEALTH DEPARTMENT

By _____

Date _____

Federal I.D. Number

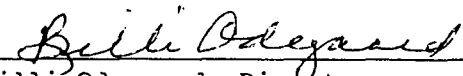
MULTNOMAH COUNTY, OREGON

By 

Tanya Collier, Vice-Chair
Multnomah County Chair

Date June 30, 1994

HEALTH DEPARTMENT

By: 

Billi Odegaard, Director

Date: 6/10/94

HEALTH DEPARTMENT

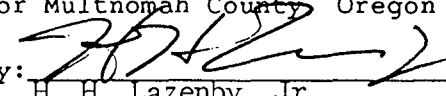
By: 

Program Manager

Date: 6/7/94

REVIEWED:

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

By: 

H. H. Lazenby, Jr.

Date: June 20, 1994

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-26 DATE 6/30/94
DEB BOGSTAD
- BOARD CLERK

MEETING DATE: JUN 30 1994

AGENDA NO.: C-27

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of intergovernmental agreement with Marion County

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

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

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

Ratification of an intergovernmental agreement with Marion County Health Department for the provision of health screening assessment services to qualified refugees residing in Marion County. The state will provide Multnomah County with the funds to reimburse Marion County.

7/5/94 ORIGINALS TO HERMAN BRAME

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

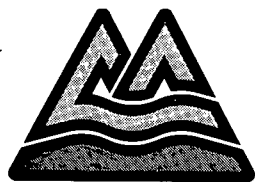
Or

DEPARTMENT MANAGER: Bill Odegaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

1994 JUN 23 PM 1:47
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Bill Odegaard

REQUESTED PLACEMENT DATE: 6/16/94

DATE: May 26, 1994

SUBJECT: Intergovernmental agreement with Marion County Health Department

- I. Recommendation/Action Requested: The Board is requested to approve this intergovernmental agreement with Marion County for the period July 1, 1994 to and including June 30, 1995.
- II. Background/Analysis: The Multnomah County Health Department has entered into an agreement with the state of Oregon to provide health screening assessment services for individuals who meet the definition of a refugee residing in Multnomah County under 101(a) (42) of the Immigration and Naturalization Act. The agreement with the state also requires that Multnomah County extend the services to refugees residing in Marion County.
- III. Financial Impact: The state will provide the county with up to \$80,000 to pay Marion County for providing the services.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to work cooperatively with other governmental units.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 200195

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-27</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department HEALTH Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/8Administrative Contact Frank Phone x4274 Bldg/Room 160/7Description of Contract Refugee health screening assessment services.RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date Government ExemptionORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Marion County Health Department
 Mailing Address 3180 Center, N.E.
Salem, Oregon 97300
 Phone 585-4977
 Employer ID# or SS# 93-6002307
 Effective Date July 1, 1994
 Termination Date June 30, 1995
 Original 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 \$250/health screening upon☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:-**Department Manager Billie OdgaardPurchasing 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 5/30/94

Date _____

Date 6/23/94Date June 30, 1994

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0410			6060		0304	Screening pass-thru Requirements		
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

MULTNOMAH COUNTY, OREGON

and

MARION COUNTY, OREGON

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 14th day of May, 1994, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and MARION COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY'S Health Department requires health screening assessment services for individuals who meet the definition of a refugee residing in Marion County under 101(a)(42) of the Immigration and Naturalization Act.

WHEREAS, CONTRACTOR is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth hereafter, the parties agree as follows:

1. Term

The term of this Agreement shall be from the July 1, 1994, and continue through the end of the business day June 30, 1995.

2. Statement of Work

CONTRACTOR will perform or ensure performance of health screening services to all individuals who meet the definitions of a refugee under 101(a)(42) of the Immigration and Naturalization Act. These health screening services shall be performed as follows:

a. Within one month of the arrival of a new arrival or secondary migrant refugee, CONTRACTOR either directly or through qualified subcontractors shall contact the refugee and establish an appointment for a health screening.

b. CONTRACTOR shall treat or ensure treatment of all refugees that qualify for health screening services. Refugee program-funded health screening services may be provided only to refugees who have been in the United States for less than 91 days. The initial assessment must be completed by the 91st day.

c. CONTRACTOR will provide or ensure the provision of the delivery of the following refugee health screening services:

(1) Physician services related to screening services.
(2) Radiology and pathology services related to the initial screening and assessment.

(3) Immunization and treatment drugs.

For the following diseases:

- (a) Tuberculosis
- (b) Malaria
- (c) Hepatitis B
- (d) Enteric disease caused by ova and parasites
- (e) Anemia/Malnutrition

And one or more of the following if CONTRACTOR determines that there is a need to assess:

- (a) Sexually transmitted disease
- (b) Pregnancy
- (c) Visual impairment
- (d) Hearing impairment
- (e) Acute or chronic otitis
- (f) Dental problems
- (g) Mental/emotional problems
- (h) Other health conditions discovered during the assessment and considered to be personal health problems.

d. Interpretation services shall be made available by CONTRACTOR to all refugees who received health screening assessment services.

e. Health assessment records shall be maintained in a manner to provide for confidentiality of the patient and their assessment record yet allow for CONTRACTOR and COUNTY to track health screening assessment data.

f. CONTRACTOR will treat and ensure that treatment is provided for all communicable diseases discovered in health screening.

g. Refugees with personal health problems should be referred to CONTRACTOR'S other health department services or private medical providers.

CONTRACTOR shall complete or ensure completion of a Refugee Health Assessment Form for each individual who is provided health screening services or for each individual in which the screening was not completed. This document shall be reviewed and routed to COUNTY within fifteen (15) working days of the completion of the screening. CONTRACTOR is responsible for all training and other administrative duties with subcontractors on the completion of the assessment form.

3. Amendments

Terms of this Agreement shall not be waived, altered, modified, or supplemented except by a duly executed amendment. Amendments to this Agreement shall be effective only when they are reduced to writing and duly signed by both parties. During the

period of amendment negotiation and amendment processing, CONTRACTOR shall be bound by the existing terms of the Agreement.

4. Consideration and Billings

(1) CONTRACTOR will be paid \$250/health screening of a refugee.

(2) The total sum payable under this Agreement shall not exceed \$80,000.

(3) CONTRACTOR will be paid upon receipt of a refugee health screening assessment form submitted by the CONTRACTOR.

(4) CONTRACTOR shall not exceed and COUNTY will not pay any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before CONTRACTOR performs work subject to the amendment.

5. Contract Monitoring and Auditing:

a. COUNTY or its representative may perform such evaluations, monitoring, and auditing activities including the making of copies and excerpts which COUNTY, in its sole discretion, may determine are pertinent to the Agreement. COUNTY or its representative may (but are not required to) provide written notice in advance of evaluation, monitoring, or auditing activities. CONTRACTOR shall cooperate fully with all such evaluation, monitoring, and auditing and shall permit access to all records and to staff of CONTRACTOR or any subcontractor. The state of Oregon and any federal agency having an interest in the subject of this Agreement shall have the same rights conferred under this section. Failure by CONTRACTOR to cooperate and participate in a monitoring or auditing may result in withholding of funding, financial penalties, or at the discretion of COUNTY, termination of the Agreement.

b. Any monitoring, evaluations, or audits are solely for the benefit of COUNTY and not for the benefit of CONTRACTOR. CONTRACTOR may not rely on any absence of monitoring, evaluation, or audits or the presence or absence of any informal comment regarding CONTRACTOR'S performance as a basis for failing to comply with its duties under this Agreement.

c. In the case of an audit finding requiring a disallowance:

(1) CONTRACTOR shall immediately pursue an effective course of action designed to obtain relief from the disallowance. If the disallowance is not attributable to any instance arising under this Agreement, CONTRACTOR shall follow without question or hesitation all COUNTY instructions.

(2) COUNTY finds CONTRACTOR has not followed the applicable federal regulations or has failed to meet its obligations under this Agreement, COUNTY may commence such remedial action as it reasonably believes appropriate.

d. CONTRACTOR shall comply at its expense with all

requirements under either OMB Circular A-128 or A-133 for audits of its operation (?)

6. Insurance

a. Workers' Compensation Coverage. The services rendered under this Agreement are those of an independent contractor. CONTRACTOR, its subcontractors, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017 which requires them to provide worker's compensation coverage for all of their subject workers.

b. Hold Harmless Provision. To the extent permitted under Article XI, Section 10 of the Constitution of the State of Oregon, CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees from all claims, law suites, and judgments of whatever nature resulting from or arising out of the activities of CONTRACTOR under this Agreement.

c. State Tort Claims Act. CONTRACTOR is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.

7. Retirement System Status

CONTRACTOR is a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payments under this Agreement. CONTRACTOR is also responsible for all benefit program contributions for its employees and subcontractors, agents, and officers that arise out of or under this Agreement. These programs may include but are not limited to: federal social security program, unemployment program, workers' compensation program, and Public Employees' Retirement System.

8. Administration

a. Program coordination with other service organizations. CONTRACTOR shares the common goal of assisting refugees to achieve economic self-sufficiency while facilitating the refugees' integration into American society. CONTRACTOR affirms the commitment to collaboration and coordination with refugee-serving organizations and agrees to:

(1) To the extent permitted by the requirements for confidentiality of client information and records, share information about refugee clients' needs and concerns and remove barriers for information-sharing whenever possible.

(2) Identify and act on opportunities to eliminate duplication of services and maximize resources to enhance services to refugees.

(3) Provide COUNTY with timely and accurate information about refugee program services, needs, concerns, and issues.

(4) Resolve conflicts and/or differences between refugee-serving organizations and utilize COUNTY if resolution

cannot be reached.

c. Subcontracts. Except as specified in the Agreement, CONTRACTOR shall not enter into any subcontracts for any of the work to be performed under this Agreement or assign or transfer any of its interest under this Agreement without the prior written consent of COUNTY.

9. Funds Available and Authorized

COUNTY certifies at the time the Agreement becomes effective that sufficient funds will be available and authorized for expenditure to finance costs of this Agreement within COUNTY'S current appropriation or limitation.

10. Special Federal Requirements

a. Compliance with Regulations 45 CFR, Parts 74, 76, 80, 83, 84, 85, 86, 90, 91, and 93. CONTRACTOR must comply with the relevant parts of 45 CFR, Parts 74, 76, 80, 83, 84, 85, 86, 90, 91, and 93. In addition:

(1) CONTRACTOR agrees to comply with Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR, Part 60.

(2) CONTRACTOR shall maintain fiscal records and other records pertinent to this Agreement. All fiscal records shall be maintained pursuant to accepted accounting standards and other records shall be maintained to the extent necessary to clearly reflect actions taken. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this Agreement, and further, to allow the making of excerpts, transcripts, or performing audits or examinations thereof. Such access shall be freely allowed to state and federal personnel and their duly authorized agents.

All such records shall be retained and kept accessible for three (3) years following final payment and conclusion of all pending matters.

CONTRACTOR shall comply with all federal and state laws regarding disclosure of information concerning applicants for and recipients of public assistance including but not limited to those persons applying for or receiving Aid to Families with Dependent Children, Medicaid, JOBS, Refugee Assistance, and Food Stamp programs.

CONTRACTOR and its agents, employees, and subcontractors shall not use or disclose information regarding a public assistance recipient or applicant unless such disclosure is directly related to the administration of the program and then only to the extent permitted under ORS 411.320, 7 CFR 272.1(2), and 45 CFR 205.50 or 42 CFR 432 subpart F, as applicable.

CONTRACTOR shall limit access by its agents, employees, subcontractors, and all other persons to information contained on the Department of Human Resources central computer system and all other computer systems having access to Department of Human

Resources client files to that information necessary for CONTRACTOR to perform its duties under this Agreement.

Prior to providing any employee, agent, subcontractor or other person access to its computer system or to any computer system containing Department of Human Resources client information, CONTRACTOR shall take all reasonable measures to ensure the person will comply with the confidentiality requirements of this Agreement and obtain a written agreement under which the person agrees to comply with all federal and state laws regarding the disclosure of such information, the requirements of this Agreement, and that the person will access only that information required for the person to carry out duties assigned to the person under this Agreement. CONTRACTOR shall maintain for not less than five (5) years the original agreement signed by its employees, agents, subcontractors, or other persons subject to this provision and shall make the agreements available to COUNTY upon COUNTY'S request.

CONTRACTOR shall promptly notify COUNTY of all instances in which the requirements of the foregoing provision on confidentiality is breached.

CONTRACTOR shall establish the requirements of the foregoing provision on confidentiality in all subcontracts and shall require all subcontractors to comply with these provisions.

(3) CONTRACTOR shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the state of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL94-163).

(4) CONTRACTOR hereby agrees to provide COUNTY a written assurance that CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), and further, CONTRACTOR agrees to promptly report all infractions to the state of Oregon and to the U.S. Environmental Protection Agency.

b. Refugee Program Regulation. CONTRACTOR shall comply with all federal regulations that are contained within 45 CFR, Part 400 as well as the federal regulations for the administration of grants, civil rights programs, equal employment opportunity programs, and access to employment and programs by persons with disabilities. CONTRACTOR shall also meet all regulations covering access to employment and program benefits for all persons irrespective of their national origin and ethnic background.

CONTRACTOR compliance with these regulations must follow through to all levels of subcontracting.

c. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower-Tier Covered Transactions. By execution of this Agreement, CONTRACTOR hereby certifies:

(1) Neither CONTRACTOR nor its principles is presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall have attached an explanation to this Agreement.

(3) This certification is a material representation of fact upon which COUNTY relied when this transaction was entered into. If it is later determined that CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available, COUNTY or the federal government or both may pursue available remedies including suspension and/or debarment.

(4) CONTRACTOR shall provide immediate written notice to COUNTY if at any time CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) The terms "covered transaction," "Debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this section have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549: 45 CFR, Part 76. Upon request COUNTY will provide a copy of those regulations or the definitions.

(6) CONTRACTOR shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by COUNTY.

(7) CONTRACTOR will include this subsection titled "Certification regarding debarment, suspension, ineligibility, and voluntary exclusion - lower-tier covered transactions," without modification in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

(8) CONTRACTOR knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government or COUNTY, COUNTY may pursue available remedies including suspension and/or debarment.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that

which is normally possessed by a prudent person in the ordinary course of business dealings.

d. Drug-Free Workplace Certificate. CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CONTRACTOR's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(2) Establishing an ongoing drug-free awareness program to inform employees about:

(a) The dangers of drug abuse in the workplace.

(b) The policy of maintaining a drug-free workplace.

(c) Any available drug counseling, rehabilitation, and employee assistance programs.

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Making it a requirement that each employee be given a copy of the statement required by paragraph (1).

(4) Notifying the employee in the statement required by paragraph (1) that as a condition of employment the employee will:

(a) Abide by the terms of the statement.

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

(5) Notifying COUNTY in writing within ten (10) calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction.

(6) Taking one of the following actions with thirty (30) calendar days of receiving notice under subparagraph (4)(b) with respect to any employee who is so convicted:

(a) Taking appropriate personnel action against such an employee up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended.

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

e. Restrictions on Lobbying. CONTRACTOR, by execution of this Agreement, certifies to the best of CONTRACTOR'S knowledge and belief that:

(1) No federal-appropriated funds have been paid or will be paid by or on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of employee of Congress, or an employee of a member of Congress in connection with the awarding

of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

If instructions do not require filing the form with COUNTY and as a material condition of this Agreement, CONTRACTOR shall then also file a copy of the Standard Form-LLL with COUNTY. This filing shall occur at the same time as the filing in accordance with the instructions.

(3) CONTRACTOR shall include the language of this certification in all subcontracts at all tiers and require the subcontractors to certify and disclose accordingly.

(4) CONTRACTOR understands this certification is a material representation of fact upon which COUNTY has relied in entering into this Agreement. CONTRACTOR further understands that submission of this certification is a prerequisite imposed by Section 1352, Title 31, U.S. Code for entering into required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

(5) CONTRACTOR shall be solely responsible for all liability arising from a failure to comply with this provision and shall indemnify COUNTY for any damages suffered by COUNTY as a result of failure to comply with the terms of this provision.

f. Copyrights. Material produced under this Agreement may be copyrighted; however, prior approval of the state of Oregon Adult and Family Services Division is required. Additionally, both the state of Oregon and federal government are entitled to royalty-free, nonexclusive, and irrevocable right to use without permission of CONTRACTOR as specified in 45 CFR 77.44.

13. Venue

This Agreement shall be construed in accordance with the laws of the state of Oregon. In the event litigation is entered into the action must be commenced in the Circuit Court of Oregon for the County of Marion.

14. Waiver

Failure of COUNTY to enforce any provision of this Agreement shall not constitute a waiver by COUNTY of that or any other provision.

15. Severability

The parties agree that if any term or provision of this

Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

16. Termination

This Agreement may be terminated under any of the following conditions:

a. 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. COUNTY may terminate this Agreement effective upon delivery of written notice to CONTRACTOR or at such later date as may be established by COUNTY under any of the following conditions:

(1) If COUNTY funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible and when agreed upon, the Agreement may be modified to accommodate a reduction in funds.

(2) If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

(3) If any license or certificate required by law or regulation to be held by CONTRACTOR to provide services required by this Agreement is for any reason denied, revoked, or not renewed.

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

d. COUNTY, by written notice of default (including breach of Agreement) to CONTRACTOR may terminate the whole or any part of this Agreement:

(1) If CONTRACTOR fails to satisfactorily provide services called for by this Agreement with the time specified herein or any extension thereof.

(2) If CONTRACTOR fails to satisfactorily perform any of the provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms and after receipt of written notice from COUNTY fails to correct such failures within ten (10) days or such longer period as COUNTY may authorize.

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

f. If at any time, including during the course of a program review or audit, it is determined that service or financial records

have been falsified, COUNTY shall direct CONTRACTOR to take appropriate steps to remedy the matter. If a satisfactory remedy is not reached, COUNTY may terminate the entire or any part of this Agreement. Any termination under this provision shall retain all rights of COUNTY to redress, including but not limited to civil and criminal prosecution.

17. Compliance with Applicable Laws

CONTRACTOR shall be in full compliance with all federal, state, and local laws, rules, and regulations applicable to this Agreement. Included within these laws but not restricted solely to this listing are the mandatory provisions of ORS 279.312, 279.314, 279.316, 279.320, 279.555, and ORS Chapter 657.

CONTRACTOR shall use recycled and recyclable materials to the maximum extent feasible in performing the requirements of this Agreement.

18. Merger Clause

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations oral or written not specified herein regarding this Agreement.

CONTRACTOR by the signature below of its authorized representative hereby acknowledges having read this Agreement, understands it, and agrees to be bound by its terms and conditions.

19. Contractor Data

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

MARION COUNTY HEALTH DEPARTMENT

Beth Johnson 5/2/94
Administrator Date

MULTNOMAH COUNTY, OREGON

By Tanya Collier
Multnomah County Vice-Chair

Debbie Datta 4-27-94
Program Supervisor Date

Date June 30, 1994

200011
Project Number

HEALTH DEPARTMENT

By: Billi Odegaard
Billi Odegaard, Director

Date: June 21, 1994

Fund Verification

Terri Ball 4-29-94

By: Don Sereduck

Program Manager

Date: 5-26-94

Federal ID No. 93-6002307

APPROVED AS TO FORM

By Carla B. Miller
Contact Coordinator

REVIEWED:

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

By: H. H. Lazenby, Jr.

Date: 23 June 94

1242.doc

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-27 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUN 30 1994

AGENDA NO.: C-28

(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: 6/23/94

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Fronk TELEPHONE #: 4274
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 Oregon Health Sciences University in which the school will provide physicians (Chest Fellows) in training to staff half-day TB clinics to provide diagnosis, treatment, evaluation, and consultation services in COUNTY'S TB clinic. The county will pay Oregon Health Sciences University for the service.

7/5/94 ORIGINALS to Herman Brame

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

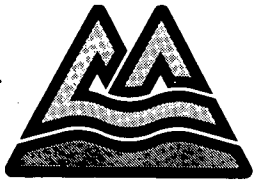
Or

DEPARTMENT MANAGER: Billi Adigaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF
COUNTY COMMISSIONERS
1994 JUN 21 PM 12:21
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]*
Bill Odegaard

REQUESTED PLACEMENT DATE: 6/23/94

DATE: June 10, 1994

SUBJECT: Agreement with Oregon Health Sciences University for training
"Chest Fellows"

- I. Recommendation/Action Requested: The board is requested to approve this agreement with Oregon Health Sciences University for the period July 1, 1994 to and including June 30, 1995.
- II. Background/Analysis: Multnomah County treats tuberculosis patients at its TB clinic and the contractor can schedule physician "chest fellows" in training to staff half-day TB clinics to provide diagnosis, treatment, evaluation and consultation services in the county's TB clinic. This is a renewal of the FY 92-93 agreement.
- III. Financial Impact: The County will pay contractor \$180 per month for a total of \$2,160.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to cooperate with other governmental entities in the provision of health care.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200205

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-28</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Health Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/8Administrative Contact Frank Phone x4274 Bldg/Room 160/7Description of Contract Contractor agrees to continue to provide medical consultation services at TB clinics.RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date Govt. ExemptionORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Health Sciences University
Division of Pulmonary and Critical CareMailing Address 3181 S.W. Sam Jackson Park Road
Portland, Oregon 97201Phone 494-7680Employer ID# or SS# 93-0692164Effective Date July 1, 1994Termination Date June 30, 1995Original Contract Amount \$ 2,160

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 \$ 180 ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES**Department Manager Bill AdgeardPurchasing 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 6/16/94

Date _____

Date 20 June 94Date June 30, 1994

Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	156	015	0420			6110		D392	OHSU Chest Fell	\$2,160		
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
AND
OREGON HEALTH SCIENCES UNIVERSITY
TB CLINIC AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the ____ day of ____ 1994, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the OREGON HEALTH SCIENCES UNIVERSITY, acting by and through Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter referred to as "STATE").

W I T N E S S E T H :

WHEREAS, STATE has the responsibility to train physicians to diagnose and treat pulmonary diseases; and

WHEREAS, COUNTY has the responsibility to operate a Tuberculosis (TB) clinic; and

WHEREAS, it is mutually beneficial to both parties to enter into an agreement under those terms and conditions set forth, now, therefore,

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

1. Term.

The term of this Agreement shall be from July 1, 1994, through and including June 30, 1995, subject to earlier termination under Section 14 hereof.

2. Services.

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

- 1) Administer, fund, staff, and schedule patients for its TB clinic.
- 2) Inform STATE of any changes or modifications to TB Clinic hours.

B. STATE's services under this Agreement shall consist of the following:

Schedule physicians ("chest fellows") in training to staff half-day TB clinics to provide diagnosis, treatment, evaluation, and consultation services in COUNTY's TB Clinic.

3. Compensation.

A. COUNTY agrees to pay STATE for the performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

- 1) \$180 per clinic upon submission of an invoice.
- 2) Payments to STATE shall not exceed \$2,160.

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

C. All final billings affecting Agreement payments must be received within thirty (30) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of CONTRACTOR.

D. COUNTY will verify clinic hours and send payments quarterly.

4. Contractor is Independent Contractor

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

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

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

5. Workers Compensation

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

6. Contractor Identification

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

7. Subcontracts and Assignment

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

8. Access to Records

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

9. Waiver of Default.

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

10. Adherence to Law

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

B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4., and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification

A. In the event that COUNTY's Agreement obligation is amended by a federal or state initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

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

12. Integration

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

13. Record Confidentiality

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

14. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by STATE, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

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

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

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

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

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

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

15. Litigation.

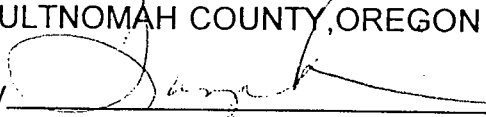
A. STATE shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against STATE or any subcontractor of which STATE may be aware of which may result in litigation related in any way to this Agreement.

16. Oregon Law and Forum

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

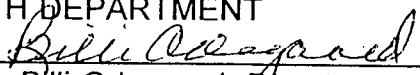
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

OREGON HEALTH SCIENCES UNIVERSITY MULTNOMAH COUNTY, OREGON

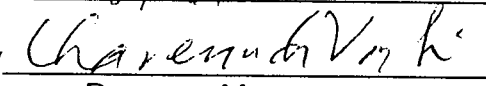
By _____ By 

Date _____ Tanya Collier, Vice-Chair
Date June 30, 1994

93-0692164
Federal I.D. Number

HEALTH DEPARTMENT
By 


Billi Odegaard, Director
Date 6/16/94

By 
Program Manager

Date 6/10/94

REVIEWED:

LAURENCE KRESSEL, COUNTY
COUNSEL for Multnomah County,
Oregon

By 
H. H. Lazenby, Jr.

Date June 20, 1994

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-28 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUN 30 1994

AGENDA NO.: C-29

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of intergovernmental agreement with Washington County

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 6/30/94

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Fronk TELEPHONE #: x4274
BLDG/ROOM #: 160/8

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 Washington County, Department of Health and Human Services. The County Health Department will provide HIV related client services to residents of Washington County. Washington County will reimburse Multnomah County for provision of the services.

7/5/94 ORIGINALS to Herman Brame

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Bill DeGaard

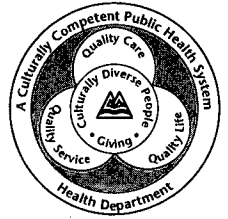
(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF
COUNTY COMMISSIONERS
1994 JUN 23 PM 1:42
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: Bill Odegaard

REQUESTED PLACEMENT DATE:

DATE: June 14, 1994

SUBJECT: Intergovernmental Agreement with Washington County, Oregon

- I. Recommendation/Action Requested: The Health Department recommends Board approval of this intergovernmental agreement with Washington County Oregon for the period upon execution to and including June 30, 1995.
- II. Background/Analysis: The Washington County, Department of Health and Human Services has received a State Public Health grant to provide HIV related client services to residents of Washington County. Multnomah County's Health Department is capable and prepared to provide the services.
- III. Financial Impact: Multnomah County will be reimbursed up to \$8,354.00.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to cooperate with other governmental entities in the provision of health care.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: State provides funds.

7470.doc

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200285

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-29</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</u> REVENUE 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 Provide HIV services to Washington County residents.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF
 Contractor Name Washington County, Oregon
 Mailing Address Department of Health & Human Services
155 North First Ave.
Hillsboro, Oregon 97124
 Phone 693-4402

Employer ID# or SS# _____

Effective Date Upon ExecutionTermination Date June 30, 1995Original Contract Amount \$ 8,354.00

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:Department Manager Brian OdegardPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only)Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☒ Lump Sum \$ 8,354 ☐ Due on receipt☐ Monthly \$ Upon completion ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 6/21/94

Date _____

Date 21 June 94Date June 30, 1994

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	156	015	0320			6060		0371	HIV Consortia	\$8,354		
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

This Agreement is made and entered into this _____ day of _____, 1994, by and between Washington County, Department of Health and Human Services, hereinafter "Agency" and Multnomah County, Oregon hereinafter "Agency". This Agreement will remain in full force and effect until thirty (30) days following either party delivering written notice requesting termination upon the other party or June 30, 1995, whichever comes first.

WHEREAS, ORS 190.101 authorizes County to enter into an agreement with Agency for the performance of any or all functions and activities that a party to the agreement has authority to perform; and

WHEREAS, both County and Agency find it desirable to enter into this agreement in order for Agency to provide HIV related client services to residents of Washington County in accordance with State Public Health Grant requirements, services as detailed on Attachment "A" attached hereto and by this reference made a part of this Agreement, and

WHEREAS, it is understood that the provision of the services authorized by this agreement is elective on the part of Agency;

NOW, THEREFORE, in consideration of mutual promises and covenants herein contained and payment to Agency by County of the funds designated, it is mutually agreed as follows:

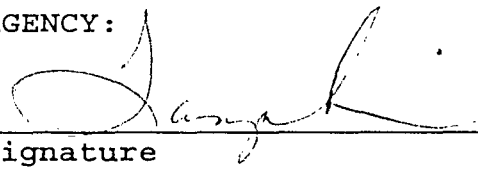
1. Agency shall perform or cause to be performed the services detained for the funding as indicated.
2. Total payment to the Agency shall not exceed \$8,354.00 which shall be paid in a lump sum to Agency.
3. Agency shall send to County a quarterly report of services performed and cost of these services as detailed in Attachment B attached hereto and by this reference made a part of this Agreement.

IN WITNESS THEREOF, the parties thereto have caused this Agreement to be executed by these officers thereunto duly authorized.

WASHINGTON COUNTY, OREGON:

Recording Secretary

AGENCY:



Signature

Tanya Collier, Vice-Chair

Printed Name and Title

MULTNOMAH COUNTY, OREGON (HEALTH DEPARTMENT)

Agency Name

426 S.W. Stark
Portland, Oregon 97204

Mailing Address

248-3674

Phone

Date

June 30, 1994

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-29 DATE 6/30/94
DEB BOGSTAD

BOARD CLERK

APPROVED AS TO FORM:

County Counsel for
Washington County, Oregon

Date

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 

Date 21 June 94

Attachment A

Client Services May Include:

Medical Care Visits
Case Management
Residential Hospice
In-Home Hospice
Buddy/Companion
Client Advocacy
Day or Respite Care
Emergency Financial Assistance
Mental Health Treatment/Therapy/Counseling Visit
Rehabilitation Services
Medical Supplies
Housing Assistance
Food Bank/Home Delivered Meals
Transportation
Education/Risk Reduction
Foster Care/Adoption
Dental Care Visits
Substance Abuse Treatment/Counseling Visits
Home Health Care
Medication
Alternative Health Care

ATTACHMENT B

Quarterly Report Should Include:

Total Number of Clients

Clients receiving services first time ever

Number of encounters

Client Demographic Data:

age, sex, ethnicity, risk factors (men who have sex with men, injection drug users, men who have sex with men and inject drugs, heterosexual contact, and other/undetermined).

Number of clients who have HIV (Non-AIDS)

Number of clients with an AIDS diagnosis

Number of clients who received each of the services listed in Attachment A.

Where services were delivered.

MEETING DATE: JUN 30 1994

AGENDA NO.: C-30

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 6/23/94

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 #201203 with the Oregon Health Sciences University, School of Dentistry. The original agreement permits only junior and senior dental students to obtain educational experience in county clinics. The amendment will permit sophomore dental students to participate in the learning experience as well.

7/5/94 ORIGINALS TO HERMAN BRAME
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

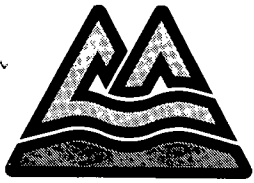
Or

DEPARTMENT MANAGER: Bill Odgaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

CLERK OF BOARD OF
COUNTY COMMISSIONERS
MULTI-COUNTY
OREGON
1994 JUN 21 PM 12:21



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: *BW*
Bill Odegaard

REQUESTED PLACEMENT DATE: 6/23/94

DATE: June 8, 1994

SUBJECT: Amendment to agreement with Oregon Health Sciences University

- I. Recommendation/Action Requested: The board is requested to approve this amendment to contract #201203 with Oregon Health Sciences University upon execution to and including September 1, 1997.
- II. Background/Analysis: The original agreement was executed November 5, 1992 and provides clinical learning experiences for Oregon Health Sciences University, School of Dentistry students in county clinics. The original agreement permits only junior and senior dental students to participate in the learning experience program at county clinics. This amendment will make it possible for sophomores to participate as well and be covered by malpractice insurance.
- III. Financial Impact: No direct cost to county.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to cooperate with other governmental entities in the provision of health care.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201203Amendment # 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-30</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</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 Amendment will allow sophomores to participate in learning experiences in county clinics.

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

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

Contractor Name Oregon Health Sciences University
School of Dentistry
 Mailing Address 3181 S.W. Sam Jackson Park Road
Portland, Oregon (97201-3098)
 Phone 494-5075
 Employer ID# or SS# 93-0692164
 Effective Date Upon Execution
 Termination Date September 1, 1997
 Original Contract Amount \$ N/A
 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 OdegaardPurchasing 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 6/10/94

Date _____

Date June 20, 1994Date June 30, 1994

Date _____

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

EXTERNSHIP AGREEMENT
BETWEEN
THE SCHOOL OF DENTISTRY OF
OREGON HEALTH SCIENCES UNIVERSITY
AND

MULTNOMAH COUNTY HEALTH DEPARTMENT

This is an Agreement between the State of Oregon, acting by and through the State Board of Higher Education, for and on behalf of the School of Dentistry of the Oregon Health Sciences University (hereinafter called the UNIVERSITY) and Multnomah County Health Department (hereinafter called the EXTERNSHIP SITE);

Whereas the UNIVERSITY operates an accredited School of Dentistry which educates and trains dental students (hereinafter called Students);

Whereas the dental education program is intended to provide Students with learning experiences in a variety of contexts, including the provision of direct patient care under supervision, which may include participation in structured learning experiences outside the UNIVERSITY;

Whereas the UNIVERSITY can enhance its dental educational program if it is affiliated with the EXTERNSHIP SITE;

Whereas the EXTERNSHIP SITE can contribute to the Students' educational experience;

Whereas the UNIVERSITY is willing to assign and the EXTERNSHIP SITE is willing to accept Students to participate in clinical learning experiences at the EXTERNSHIP SITE'S facilities hereinafter set forth.

AGREEMENT

Now, therefore, the UNIVERSITY and the EXTERNSHIP SITE agree as follows:

1. This Agreement covers affiliation of the UNIVERSITY and the EXTERNSHIP SITE.
2. The Students to be assigned, their instruction schedules, and further terms and conditions of their assignment shall be mutually agreed upon by the UNIVERSITY and the EXTERNSHIP SITE. It is understood that such teaching programs will not interfere with the EXTERNSHIP SITE'S mission of providing care to its patients.
3. Students retain their status as students at the UNIVERSITY School of Dentistry when they are assigned to the EXTERNSHIP SITE. They continue to be subject at all times to School of Dentistry policies and practices, including those related to discipline. In addition, the EXTERNSHIP SITE must be able to regulate the activities of persons on its premises, including those assigned under this Agreement. The EXTERNSHIP SITE may at its discretion cause any Student whom it finds unsatisfactory to withdraw from instruction on its premises. However, the EXTERNSHIP SITE will, to the extent circumstances permit, give advance notice to the UNIVERSITY and to the Student that such Student has been found to be unsatisfactory, stating the reason and specifying the date of withdrawal from the EXTERNSHIP SITE.
4. The UNIVERSITY will, at the end of each externship experience, review the content and quality of the externship program covered by this Agreement. The EXTERNSHIP SITE will cooperate in furnishing data to the UNIVERSITY and discussing any issues identified by the UNIVERSITY.

5. It is mutually agreed that by the terms of this Agreement, the EXTERNSHIP SITE has not granted nor delegated any of its powers, statutory, implied, administrative, dental, or otherwise, to the UNIVERSITY, and that the treatment of EXTERNSHIP SITE patients and the use of equipment, the hiring, acceptance, and assignment of personnel, is and will remain within the jurisdiction of the EXTERNSHIP SITE. Also, this Agreement does not constitute a delegation of the EXTERNSHIP SITE'S power to determine the admissibility and eligibility of patients for care. This Agreement does not confer on the UNIVERSITY the right to possess, use, or control any EXTERNSHIP SITE property.
6. The UNIVERSITY Students are covered by the State of Oregon self-insurance plan, pursuant to ORS 30.268 and subject to the limitations in ORS 30.270, while at the EXTERNSHIP SITE, while acting within the scope of their assignment by the UNIVERSITY.
7. By signing this Agreement, the UNIVERSITY's President or its Associate Vice President for Administration and Finance or its Dean of the School of Dentistry authorizes its Students to provide patient care services pursuant to this Agreement at the EXTERNSHIP SITE's facilities.
8. The UNIVERSITY and the EXTERNSHIP SITE shall not discriminate against any employee, student, house officer, staff physician, staff dentist, or patient on the basis of race, age, color, religion, national origin, sex, marital status, or handicap. Both parties shall comply with state and federal laws prohibiting discrimination.
9. The EXTERNSHIP SITE shall comply with the applicable provisions of ORS Chapter 279, covering public contracts.
10. This Agreement shall take effect upon signature of both parties and shall continue until terminated pursuant to paragraph 11.
11. This Agreement may be terminated by either party upon six months' written notice to the other party, or upon such other notice as may be mutually acceptable to both parties. Notwithstanding the foregoing, either party may terminate this Agreement for a substantial breach of the Agreement after giving the other party notice of the breach and a reasonable opportunity, not to exceed 30 days, to correct the breach.
12. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and addressed as follows:

UNIVERSITY Dean, School of Dentistry
 Oregon Health Sciences University
 611 S.W. Campus Drive
 Portland, Oregon 97201-3097

 Thomas G. Fox, Ph.D., Vice President
 Oregon Health Sciences University
 3181 S.W. Sam Jackson Park Road
 Portland, Oregon 97201-3098

EXTERNSHIP SITE

 Multnomah County Health Department
 426 S.W. Stark St., 8th Floor
 Portland, Oregon 97204

13. A change to this Agreement, such as an amendment or addendum, may be made only by a document signed by the UNIVERSITY and the EXTERNSHIP SITE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date last below written.

STATE OF OREGON, Acting by and
through the State Board of Higher
Education on behalf of the Oregon
Health Sciences University

EXTERNSHIP SITE
MULTNOMAH COUNTY, OREGON

for David C. Bunnell 6/3/94
By: Thomas G. Fox, Ph.D. Date
Vice President
Oregon Health Sciences University

[Signature] 6/30/94
By: Tanya Collier, Vice-Chair Date

Henry Van Hassel
By: Henry Van Hassel, DDS Date
Dean, School of Dentistry

Billi Odegaard 6/20/94
By: Billi Odegaard, Director Date
Health Department

REVIEWED

By H. H. Lazenby, Jr. By PM
MULTNOMAH COUNTY COUNSEL

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-30 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

Meeting Date: June 30, 1994
Agenda No.: C-31

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with St. of Oregon for Travel Mgmt. Svcs.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: 6/30/94

Amount of Time Needed: 5 minutes

DEPARTMENT: MSS DIVISION: Finance

CONTACT: Patrick Brun TELEPHONE #: x2562
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Patrick Brun

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Provides Travel Management to County through State Departments contract.

7/5/94 ORIGINALS TO THERESA SULLIVAN

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: *Patrick Brun* 6/24/94

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUN 28 AM 9:28



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

To: Board of County Commissioners

From: Patrick Brun, Accounts Payable Supervisor *PB*

Date: June 21, 1994

Requested Placement Date: June 30, 1994

Subject: Intergovernmental Agreement with State of Oregon for Travel Management Services

I. Recommendation/Action Requested:

Recommend approval of intergovernmental agreement.

II. Background/Analysis:

This is the second renewal of this intergovernmental agreement for travel services.

III. Financial Impact:

Contract provides a revenue rebate from Away Travel based on a percent of bookings (approx. 2100.00 for calendar 1993). Also, provides discounts on contracted carriers on City Pair routes.

IV. Legal Issues:

Renewal of existing contract.

V. Controversial Issues:

None

VI. Link to Current County Policies:

In line with Administrative Procedures FIN-2.

VII. Citizen Participation:

None required.

VIII. Other Government Participation:

Washington County also has an intergovernmental agreement with the State for these services.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500083Amendment # 1 2

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-31</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department MSS Division Finance Date June 20, 1994Contract Originator Patrick Brun Phone 3316 Bldg/Room 106/1430Administrative Contact Theresa Sullivan Phone 3312 Bldg/Room 106/1430Description of Contract Provides travel management services to County through Department contract. Away Travel #1675, American Express #2158, City Corp Diner's Club #2159.Alaska/Horizon #4169, Delta #4170, Northwest #4171, United #4172

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORFContractor Name Oregon, St. of General ServicesMailing Address 1225 Ferry Street NE
Salem OR 97310Phone 378-4642Employer ID# or SS# N/AEffective Date July 1, 1994Termination Date December 31, 1996Original Contract Amount \$ 0

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

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

Payment Schedule _____ Terms _____

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 6/21/94

Date _____

Date June 28, 1994Date June 30, 1994

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
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
MULTNOMAH COUNTY
and
THE OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES

The following Agreement is entered into this 30th day of June, 1994, by and between the State of Oregon, acting by and through the Oregon Department of Administrative Services, hereafter called "Department", and the State of Oregon, acting by and through Multnomah County, hereafter called "County".

1. Scope of Services:
This Agreement provides travel management services to County through Department contract.
2. Responsibilities of County:
 - A. County shall provide designated liaison for travel management activities, including membership on the Travel Advisory Council and/or the travel coordinators.
 - B. County shall abide by all terms and conditions of: (1) State Contract #1675 with Away Travel; (2) State Contract #2158 with American Express; (3) State Contract #2159 with City Corp Diner's Club Inc.; (4) State Contract #4169 with Alaska Air Group Carriers; (5) State Contract #4170 with Delta Airlines; (6) State Contract #4171 with Northwest Airlines; (7) State Contract #4172 with United Airlines; and (8) any other contracts signed by Department related to travel management services as shown in Attachments A through G, respectively.
 - C. County shall participate fully in travel management programs, contract administration and other related activities.
3. Responsibilities of Department:
Department shall provide contract administration services relating to travel management, as outlined in state contracts identified in 2.B. above and any other contracts signed by Department related to travel management services.
4. Payment Clause:
 - A. County agrees to equally share with Department revenue earnings generated under State Contract #1675 with Away Travel.
 - B. Under State Contract #1675, revenue earnings shall be based on the volume of air travel and the average revenue per transaction (ART). The ART is figured by dividing the total number of gross air sales by the total number of transactions over a month's period of time. See scaled chart below.

If the ART is Greater than...	But less than or Equal to	Percent Reimbursement
\$ 0	\$ 325	2.5%
\$ 325	\$ 375	3.0%
\$ 375	\$ 425	3.5%
\$ 425	\$ 475	4.0%
\$ 475	& above	4.5%

C. Revenues will be calculated and paid direct to County on a quarterly basis by the travel management service company under State Contract #1675 with Away Travel.

5. Term of Contract:

This Agreement is the second renewal of Agreement No. 017-92. The term of this Agreement shall be through December 31, 1996. With the mutual consent of the Department and County, the contract may be extended for additional periods. The total term of this Agreement, including extensions, may not exceed five years.

6. Termination:

Either party may terminate this Agreement upon providing the other party with written notice 30 days in advance of such cancellation.

7. Modification or Amendment:

This Agreement may be modified or amended during the term of this Agreement upon the mutual written agreement of the parties, and any such modification or amendment will be attached to and become a part of this Agreement.

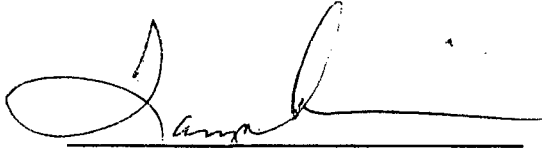
8. Indemnification:

County shall indemnify and hold harmless the Department from any damages, expenses, or cost of any kind or nature resulting from County's performance of work under this Agreement.

This Intergovernmental Agreement is executed on behalf of Multnomah County and the Department of Administrative Services through the undersigned representatives on the dates indicated after their signatures hereto:

MULTNOMAH COUNTY, acting by and
through the Board of County
Commissioners

Multnomah County
1120 SW Fifth, Ste. 1430
Portland, OR 97204



Tanya Collier
Vice-Chair

STATE OF OREGON, acting by and through
the Department of Administrative
Services

Transportation, Purchasing &
Print Services Division
1225 Ferry Street SE
Salem, OR 97310

Cameron Birnie
Division Administrator

INDELEGAT 2/017R-92
BAJ/6-17-94

By


MULTNOMAH COUNTY COUNSEL

Department of Administrative Services/Multnomah County Agreement
Page 2 of 2

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-31 DATE 6/30/94

DEB BOGSTAD
BOARD CLERK

Counterpart 1 of 3

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

COMMODITY CODE: 62960

SC NUMBER: 1675
REVISION NUMBER: 002
EFFECTIVE DATE: 08/01/92

SERVICE: PROVIDE TRAVEL MANAGEMENT SERVICES TO ALL STATE
AGENCIES (INCLUDING STATE SYSTEM OF HIGHER
EDUCATION) AND CERTAIN SPECIFIED POLITICAL
SUBDIVISIONS

AGENCY: ALL STATE AGENCIES, AND CERTAIN
SPECIFIED POLITICAL SUBDIVISIONS

CONTRACTOR: AWAY TRAVEL/CARLSON TRAVEL
800 289-2959 (FOR CALLS
ORIGINATING OUTSIDE SALEM)
SEE SUPPLEMENTAL INFORMATION
OR

TELEPHONE: (503) 926-8654 CONTACT: SANDY MCCORMICK
FAX:

PRICE: SEE SUPPLEMENTAL INFORMATION

TERMS: SEE SUPPLEMENTAL INFORMATION

CONTRACT PERIOD: JAN 1, 1992 THROUGH DEC 31, 1994

PERFORMANCE BOND: \$100,000

INSURANCE: COMMERCIAL LIABILITY \$1,000,000
AUTO LIABILITY \$1,000,000
EMPLOYEE DISHONESTY BOND \$25,000
WORKERS COMPENSATION

CONTRACT ADMINISTRATION:
PURCHASING DIVISION - DIANNE CROOKER, 373-1197
BAM/ACCT DIVISION-GERTIE JOHNSON 373-7277 EXT 274
DEPT OF HIGHER ED - HERB SPARKS, 737-0840

COMMENTS: UPDATED LIST OF ADDITIONAL PARTIES 5-3-94
NEW PARTICIPANT: EUGENE WATER & ELECTRIC BOARD

AT THEIR REQUEST, LANE COUNTY HAS BEEN REMOVED AS A PARTICIPANT
IN THIS CONTRACT.

IF SERVICES PROVIDED UNDER THIS CONTRACT ARE UNSATISFACTORY,
ASSISTANCE MAY BE OBTAINED BY SUBMITTING A PURCHASING PERFORMANCE REPORT
(FORM NO. 125-3001) TO THE QUALITY ASSURANCE UNIT OF THE PURCHASING DIV.

THIS CONTRACT COVERS ONLY THOSE SERVICES LISTED.

DATE OF ISSUANCE: 12/06/91
BID NO.: 10100004 91

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 2
REVISION NUMBER: 002
SC NUMBER: 1675

COMMODITY CODE: 62960

CONTRACT SUMMARY

WORK TO BE PERFORMED: Contractor shall provide all personnel, labor, equipment, materials and supplies to furnish complete travel management services on this contract. The only service exceptions will be international travel and charter services, which will be optional-use items at the State's discretion. (See Mandatory Contract Usage.)

POLITICAL SUBDIVISIONS: Certain political subdivisions desire to participate in this contract as named below:

Multnomah County
Washington County
Eugene Water and Electric Board

For purposes of this contract, participating political subdivisions will have the status of all other state agencies. Throughout this document, the word "State" is defined to include these participating subdivisions as well as state agencies. NO POLITICAL SUBDIVISION WHO IS NOT SPECIFICALLY NAMED IN THE CONTRACT DOCUMENT MAY PARTICIPATE IN THIS CONTRACT UNLESS SPECIFICALLY ADDED TO THE CONTRACT THROUGH AMENDMENT.

The Department of General Services, Purchasing Division, is the issuing office for this contract. All questions and/or correspondence pertaining to this contract shall be directed to:

Dianne Crooker
Purchasing Division
Department of General Services
1225 Ferry Street SE
Salem, OR 97310

PHONE (503) 373-1197
FAX (503) 373-1626

CONTRACTOR'S RESPONSIBILITIES

The following are the MINIMUM SERVICE REQUIREMENTS to be provided by Contractor:

TRANSPORTATION: Contractor shall schedule, book and ticket air, rail and ground transportation at the lowest available fare to meet the arrival/departure times and destinations required by the traveler. See TRAVEL AGENCY GUIDELINES (attached) for more details on this item.

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 3
REVISION NUMBER: 002
SC NUMBER: 1675

COMMODITY CODE: 62960

SEATING ASSIGNMENTS: When making bookings, Contractor shall help traveler to arrange seating assignments, as possible. Contractor cannot be held responsible for changes made by airlines or other carriers that are out of Contractor's control.

LODGING: Contractor shall schedule and arrange lodging accommodations as required to meet the needs of the traveler at the most economical cost to the State.

CAR RENTALS: Contractor shall make car rental reservations as required using rates that provide the lowest cost to the State.

GROUP TRAVEL: Contractor shall arrange group travel services as required for any size group, including athletic teams, at the most economical cost to the State. (See Mandatory Contract Usage clause for exceptions.)

TICKET DELIVERY: Contractor shall deliver tickets to designated locations by messenger or mail. If necessary, Contractor shall arrange EMERGENCY ticket pick-up (usually to be picked up at the point of departure ie. an airport) at no additional cost to the State other than the airline's customary surcharge for such a service.

(Note: The direct cost of "RUSH" deliveries, requested by the State, that require overnight/express delivery service or other means than the regular delivery service shall be charged to the requesting agency.)

TOLL FREE TELEPHONE SERVICE: Contractor shall provide 24-hour toll free telephone service to the State agencies and travelers.

FARE MONITORING: Contractor shall provide procedures to monitor fares on a scheduled basis for the reissuing of tickets where fares have decreased and to issue tickets prior to fare increases.

AGENCY PROCEDURAL REQUIREMENTS: There are over 100 state agencies, boards, commissions and institutions involved in this contract. Contractor will be required to handle and accommodate individual agency requirements and procedures to ensure all travel booked is authorized. Contractor will use the policy TRAVEL AGENCY GUIDELINES as applicable.

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 4
REVISION NUMBER: 002
SC NUMBER: 1675

COMMODITY CODE: 62960

MANAGEMENT REPORTS: Contractor shall provide monthly management reports as requested by agencies, including information on savings, carriers utilized, sales per carrier, destination per carrier, why lowest fare was not used, lodging and rental car reservations, and other travel experience data that will permit improved management and planning of State travel expenditures.

CONSULTATION/NEGOTIATION: Contractor shall provide management consultation to the State about such topics as the effects of deregulation, computer technology and all aspects of travel management and planning. Contractor shall initiate and provide assistance in negotiating discounted rates with airlines, hotels and car rental companies, based on State travel volume and needs.

TRAINING/ORIENTATION: Contractor shall provide group orientation sessions at agency request. Contractor shall train State staff on site as needed to facilitate and coordinate travel planning and management at the agency level. In addition, Contractor shall be required to help plan, prepare and present programs on timely, travel-related topics at the Quarterly Travel Coordinator meetings. These meetings are currently held in Salem, and all agencies that participate in this contract are invited to send representatives. (Currently there are over 150 designated Travel Coordinators in this group.)

Contractor shall also be required to attend and participate in the regular meetings of the Travel Management Advisory Council, a group of agency representatives who assist the state in policy-making and planning tasks relating to travel management. This group currently meets as needed in Salem.

Training materials: Contractor shall be expected to provide all training materials, travel information or other program materials as needed to all participants of any training/planning session as described above. A regular newsletter focused on the needs of the State traveler is optional and if offered, must be produced on paper containing the minimum state standard of recycled materials.

QUALITY ASSURANCE: Contractor shall provide procedures to monitor the quality and costs of travel services provided under this contract on a continuous basis. This will include a staff training and transaction inspection system that covers all services performed and a method for identifying and correcting deficiencies. This program must also include a complaint resolution system that handles problems and complaints quickly and effectively.

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 5
REVISION NUMBER: 002
SC NUMBER: 1675

COMMODITY CODE: 62960

FACILITIES AND STAFFING: Contractor shall provide sufficient facilities and staffing to assure prompt, reliable service to the State. Staff assigned to provide service to state travelers shall be fully trained in the service needs of the State before they are assigned to provide services under this contract.

BILLING: Contractor shall establish procedures that conform to generally accepted accounting and auditing principles to ensure that billings are for State authorized travel only. All domestic airfare shall be charged to the agency's correct central billing charge account which will be provided to each agency under a separate contract. All personal travel shall be charged to the traveler, without exception.

RECONCILIATIONS: Contractor shall provide necessary information to enable agencies to reconcile all charges on central billing charge accounts maintained by the State.

FARE QUOTES: Contractor shall provide documented air fare quotes for use by State travelers, who travel by other means than flying, to support "in lieu of" reimbursements.

INTERNATIONAL TRAVEL SERVICES: Contractor shall provide complete international travel assistance for travelers, including air and ground transportation arrangements, air-fare pricing information, lodging arrangements, information/help with currency exchange rates, visas, passports, health requirements, group travel, etc.

CHARTER SERVICES: Contractor shall arrange charter services, ie. air and bus transportation as required for individuals and groups, including athletic programs, at the most economical cost to the State, given the schedule of the group.

PREFERENTIAL LODGING RATES: Contractor arranges and maintains access for state travelers to use national consortiums or other systems that provide preferential hotel rates, discounts on first-night stay and/or access to "blocked" rooms.

MANDATORY CONTRACT USAGE AND EXCEPTIONS: All state agency personnel shall use this contract to obtain travel services for all domestic air travel, both within the state and out-of-state. This includes clients, children and others who are in the care custody or control of the state while traveling. However, there will be occasions where it is not practical to use the Contractor to make arrangements. These situations will be dealt with on a case-by-case basis. The procedure that the State will follow when and if it needs to purchase travel services elsewhere is as follows:

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 6
REVISION NUMBER: 002
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COMMODITY CODE: 62960

NOTE: This policy does not apply when travel is arranged and paid for by a third party and no state reimbursement is made.

AGENCY EXCEPTION REQUEST FORM: Designated travel coordinators will be provided with an agency travel exception request form to use when requesting Contractor review/release of travel arrangements.

TRAVEL EXCEPTION REQUEST PROCEDURE:

1. The agency contacts Contractor for an initial quotation.
2. If the agency finds a lower price or better arrangements through another source, they shall contact Contractor and provide all pertinent information. Contractor shall evaluate the information and has the option to match the offer and make the same arrangements or to release the agency to book its arrangements elsewhere.

CITY-PAIRS: The Contractor in all cases, when a travel destination includes a City-Pair, shall quote the contracted City-Pair in preparing the travel itinerary. If the traveler declines the contracted City-Pair, appropriate notations shall be made on the Lost Saving Report.

If there are circumstances that make it impractical to utilize the contracted City-Pair, the traveler shall complete a "Travel Contract Release, City Pair Exemption" form or a similar documentation which has been approved by the traveler's respective State Agency Travel Coordinator and kept in the agency's file for any subsequent audits.

INVOICING AND PAYMENT: All airline fares will be paid for at the time booking is made by charging them to the State credit billing system. Bookings will be made in accordance with the policy, TRAVEL

AGENCY GUIDELINES. All other costs will be paid by the agency or employee. Employees who are authorized to have a state- traveler credit card will be encouraged to use that card to charge other services at the time of booking, arrival or departure, in accordance with the usual and customary policy of the circumstances.

AGENCY ACCOUNTS: Contractor may set up accounts for agencies to use for charging services other than airfare, on an agency by agency basis. However, Contractor is not obligated to do so. If Contractor sets up a charge account for any agency, Contractor shall invoice in accordance with Contractor's standard policy (ie. monthly for services performed or upon completion of each transaction.) The agency shall then make payment to Contractor in accordance with its regular payment procedure.

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 7
REVISION NUMBER: 002
SC NUMBER: 1675

COMMODITY CODE: 62960

PERFORMANCE: Contractor shall perform all services required by this contract within the time specified in this contract, including extensions.

All services shall be performed in the most highly professional manner, and in accordance with the utmost industry standards. Unless the means or methods of performing a task is specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry.

Failure to meet the performance requirements of this contract shall constitute breach of contract.

The State, by written notice to Contractor, may cancel the whole or any part of this contract:

- A. If Contractor fails to provide the services required by this contract within the time specified or fails to perform any other provision of this contract; and
- B. If Contractor, after receipt of written notice from the State, fails to correct such failures within the number of days specified in the written notice.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

CONTACT PERSONS: Contractor shall designate one or more person(s) responsible for Contractor's work under this contract. Contractor shall provide to State the names, addresses and telephone numbers of such person(s) and shall keep this information current at all times. Should contact with such person(s) require long distance calls, the State reserves the right to call collect.

TERMINATION: The contract, including extensions, may be terminated by mutual consent of both parties, or by the State at its discretion, upon 90 days' written notice.

CONTRACT EXTENSION: At the option of the State, the contract may be extended for additional periods upon 30 days' written notice to Contractor. The total term of the contract, including extensions, may not exceed five years, in accordance with Exemption Order 0205.

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 8
REVISION NUMBER: 002
SC NUMBER: 1675

COMMODITY CODE: 62960

FACILITIES AND LOCATIONS

Away Travel/Carlson Travel
3 SE Monroe Parkway
Lake Oswego, Or 97035
Hours: 8:00 AM - 5:30 PM Mon-Fri
Phone: (503) 635-9201
800-634-2306
FAX: (503) 636-0989

Away Travel/Carlson Travel
10230 SW Washington Square Rd.
Portland, Or 97223
Hours: 8:00 AM - 5:30 PM Mon-Fri
Phone: (503) 620-3636
800-624-4865
FAX: (503) 620-5406

Away Travel/Carlson Travel
350 Mission St NE
Salem, Or 97302
Hours: 8:00 AM - 5:30 PM Mon-Fri
Phone: (503) 370-7442
800-289-2959
FAX: (503) 370-7320

Carlson Travel
729 NE Oregon St. STE 110
Portland, Or 97232
Hours: 8:00 AM - 5:30 PM Mon-Fri
Phone: (503) 239-9136
800-348-5168
FAX: (503) 239-9161

Away Travel/Carlson Travel
429 E. Main
Monmouth, Or 97361
Hours: 8:00 AM - 5:30 PM Mon- Fri
Phone: (503) 838-3313
800-826-7734
FAX: (503) 838-4202

Explorer Travel Service
521 E Main St
Ashland, Or 97250
Hours: 8:00 AM - 5:30 PM Mon-Fri
Phone: (503) 488-0333
800-242-2929
FAX: (503) 488-1120

Away Travel/Carlson Travel
1545 NW Monroe St.
Corvallis, Or 97330
Hours: 8:00 AM - 5:30 PM Mon- Fri
Phone: (503) 757-9792
800-334-2929
FAX: (503) 758-1631

Sunshine Travel
719 Main St
Klamath Falls, Or 97601
Hours: 8:00 AM - 5:30 PM Mon-Fri
Phone: (503) 884-5141
800-344-9911
FAX: (503) 883-8183

Away Travel/Carlson Travel
801 SE Chicago St.
Albany, Or 97321
Hours: 8:00 AM - 5:30 PM Mon-Fri
Phone: (503) 926-8828
800-937-2959
FAX: (503) 926-8825

Away Travel/Carlson Travel
800 Olive St
Eugene, Or 97401
Hours: 8:00 AM - 5:50 PM Mon-Fri
Phone: (503) 687-2250
800 242-2929
FAX: (503) 343-8054

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

COMMODITY CODE: 62960

SC NUMBER: 2158

SERVICE: BUSINESS CHARGE CARD SYSTEM FOR BUSINESS TRAVEL

AGENCY: ALL STATE OF OREGON AGENCIES, AND
ADDITIONAL PARTIES

CONTRACTOR: AMERICAN EXPRESS TRAVEL
3633 136TH PLACE SE
BELLEVUE WA 98006

TELEPHONE: (206) 603-6443 CONTACT: MS. KIM BATSON, ACCT MGR
FAX: 206 603 6441

PRICE: NO CHARGE TO USE CARD, NO ANNUAL FEE.

TERMS: SEE CONTRACT SUMMARY

CONTRACT PERIOD: MAY 4, 1992 THROUGH DEC 31, 1994

PERFORMANCE BOND: NONE REQUIRED

INSURANCE: COMPREHENSIVE GENERAL LIABILITY \$ 5,000,000
AUTOMOBILE LIABILITY 1,000,000

CONTRACT ADMINISTRATION:
DIANNE CROOKER, DGS PURCHASING, (503) 373-1197
BILLING ISSUES: DANETTE VANDITTO 206-603-6431

COMMENTS: THIS CONTRACT IS OPTIONAL FOR AGENCIES TO USE.
UPDATED LIST OF ADDITIONAL PARTIES 5-3-94
NEW PARTICIPANT: EUGENE WATER & ELECTRIC BOARD

IF SERVICES PROVIDED UNDER THIS CONTRACT ARE UNSATISFACTORY,
ASSISTANCE MAY BE OBTAINED BY SUBMITTING A PURCHASING PERFORMANCE REPORT
(FORM NO. 125-3001) TO THE QUALITY ASSURANCE UNIT OF THE PURCHASING DIV.

THIS CONTRACT COVERS ONLY THOSE SERVICES LISTED.

DATE OF ISSUANCE: 05/04/92
BID NO.: 10100002 92

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 2

COMMODITY CODE: 62960

SC NUMBER: 2158

This contract is OPTIONAL for agencies to use.

BUSINESS CHARGE CARD SYSTEM: Contractor shall issue plastic nonrevolving charge cards to designated employees who qualify for them under Contractor's approval guidelines. Cards are to be used by employees for business travel purposes only. Cards shall be issued in the name of the employee, with the agency name shown on the card when requested by the agency.

PARTIES TO THE CONTRACT: This includes the Oregon State System of Higher Education and all boards and commissions duly authorized to operate as State agencies. Also, the following political subdivisions are authorized to participate in this contract:

Multnomah County
Washington County
Eugene Water & Electric Board

For purposes of this contract, the above named participating political subdivisions will have the status of all other state agencies. Throughout this contract, the word "State" is defined to include these participating subdivisions as well as State agencies. NO POLITICAL SUBDIVISION WHO IS NOT SPECIFICALLY NAMED IN THE CONTRACT DOCUMENT MAY PARTICIPATE IN THIS CONTRACT UNLESS SPECIFICALLY ADDED TO THE CONTRACT THROUGH FORMAL AMENDMENT.

EFFECTIVE DATE: Contractor shall have accounts for Business Charge Card system in place within a reasonable time after contract effective date.

SERVICE/TRAINING: Contractor will appoint an experienced implementation team to conduct employee seminars and develop customized information materials to ensure the maximum benefit to the State and the employees. Each State agency will appoint a program administrator to work as a liaison between that agency and American Express. The program administrator will coordinate, with Contractor's implementation team, their agencies' needs and assist Contractor in the definition of agency policy identifying potential cardholders and notifying those employees regarding orientation meetings. Contractor will design implementation schedules for each agency at specified locations. Contractor will offer general sessions for each agency to outline agency policies, address specific travel charge card questions and issue travel charge card applications. Handouts will be provided as a detailed reinforcement stating how to fill out the custom application, the time frame for receiving a card, the billing procedure and fiscal responsibilities.

INVOICING and PAYMENT: Each expense report shall include a receipt showing:

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-
- Cardmembers name and account number
 - Date of the transaction
 - Name of the establishment
 - Dollar amount of the expenditure
 - Signature of the employee
 - Area set aside on the back to provide detailed documentation of the expense.

Monthly statements to each cardholder will show:

- Previous balance
- New charges and other debits
- Payments and other credits
- Cut-off date for the processing of charges, payments and credits.

Each statement is supported by the descriptive billing of all activity associated with the account during a particular billing period.

To help reconciliation of accounts, Contractor provides a hard copy of all charges and credits associated with the billing with the statement. For items submitted to Contractor in non-hardcopy form, Contractor will generate a facsimile of the original item. This will normally occur for car rental charges and some service station charges.

Contractor suggests expense reports be submitted within at least 5 business days of the conclusion of a trip or reporting period. Charges incurred through the use of the corporate charge card shall be billed directly to the employee. The employee is responsible for paying all charges incurred.

On approximately the 30th of each month, individual cardmembers will receive a statement from Contractor. The employees shall then reconcile their statements and submit payment for the total amount due directly to Contractor. Funds for payment to Contractor will be obtained through the normal expense reporting and reimbursement process. At the same time that employees receive their monthly statement from Contractor, the State of Oregon receives various management reports which provide complete audit and management information to facilitate control, planning and cost reductions in direct and indirect travel costs.

No interest is charged; however, a delinquency charge is assessed when accounts are 60 days or more past due.

OVERDUE ACCOUNTS: Approximately seven days after the monthly cut-off date, each cardmember receives a statement from Contractor. Terms are "payable upon receipt," however, when payment is received before the next billing cut-off date, the account is considered current.

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Thus, the cardmember has approximately 23 days to remit payment in order to stay current.

When a charge is first included within an unpaid "Previous Balance" on a monthly statement, it is considered 30 past due. The statement will include a message reminding the individual that payment is overdue. Contractor does not suspend or cancel accounts that fall 30 days past due, nor assess a delinquency fee.

Once a balance of \$50 or more has been included within an unpaid "Previous Balance" for a second time (60 days past due), it will be considered seriously delinquent and a delinquency assessment of \$15 or 2-1/2%, whichever is greater, will be added to the statement for that portion of the billings which is 60 days past due. At this time, Contractor will normally suspend, but not cancel, an individual's ability to charge.

Once a balance ages 90 days past due, or charges are included within an unpaid "Previous Balance" for a third time, Contractor applies a delinquency charge of 2-1/2% to all non-current balances. Delinquency assessments will not exceed the maximum allowed by law. At 90 days past due, Contractor will cancel an individual's card. Additionally, Contractor reserves the right to accelerate the suspension/cancellation time frames if the cardmember displays a pattern of late or dishonored payments.

REIMBURSEMENT OPTIONS:

Individual Billing/Central Payment Option: Under this option, the State pays all APPROVED charges billed to cardmembers with a single payment. Cardmembers still receive and reconcile their monthly bill and pay Contractor directly for all unapproved charges. The State pays Contractor the amount equal to all approved charges on cardmembers expense reports. Payment may be made by check to a Remittance Center or electronically via wire transfer.

For automated system for reporting, processing, reconciling and reimbursing corporate travel expenses, the Expense Management System (EMS) is available. To use it, a telecommunications link with Contractor's computer network is needed. There is no software to buy and the only requirement is that existing equipment be IBM compatible. In using the EMS, an agency can key in expense report data centrally, allow employees to key it themselves or have employees fill out expense reports manually, for keying by support staff. Once the EMS report is verified, a draft can be prepared by Contractor that is drawn on the State's bank account and payable to the employee, or the employee can be credited through an electronic funds transfer to his or her account.

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CUSTOMER SERVICE (TSC): Toll-free telephone number: 800-528-2122, available 24 hours a day, 7 days a week. Use this number for disputes, inquiries, problems and emergency assistance. The Cardmembers Guide, available from Contractor, contains descriptions of additional customer services available.

LIABILITY: State will be responsible for duly authorized charges only.

LOST/STOLEN CARDS Cardmembers can obtain a replacement card on the same day requested or by the next business day through most of American Express' over 1,700 travel service offices, representative offices or card service centers. The white pages of every city's phone book lists the Contractor's 800 number. These offices will either emboss a replacement card on the spot, or refer the cardmember to an alternate office for pickup. If there is no on-site embossing location in the vicinity, a replacement card can be sent via a representative office by the next business day. The cardmember will be required to provide positive identification at the time the card is picked up or delivered. The cardmember is not liable for any charges resulting from unauthorized use.

MANAGEMENT REPORTS: Each agency's management may choose from the following standard corporate card management information reports:

- Two Monthly Account Control (MAC) Reports, a Cardmember Activity Report, Cardholder Listing, and Vendor reports.

At approximately the same time the employees receive their bill, management will receive what is referred to as a Monthly Account Control (MAC) Report. The two types of MAC reports are Detailed and Consolidated. The purpose of the MAC report is to provide the individuals responsible for overseeing travel expenditures, the ability to monitor the account activity of those employees who have been issued an American Express Cards.

The DETAILED report includes:

- Account Status: A recap showing one-line totals for charges, account aging, and inactive/active cards.
- Financial Analysis: The charge and credit activity of those employees issued cards in account number order and their aging order.
- Breakpoint Analysis: An optional listing of cardmembers that exceed spending limits set by the State of Oregon. Breakpoint options are: \$500-\$999; \$1,000-\$2,499; \$2,500-\$4,999; and \$5,000+.

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- Cardmember Reference. An alphabetical listing of cardmembers, including account numbers, dates/reasons for canceled/reinstated card, enrollment date, 12-month aging and total charges data, average monthly charges and page cross reference.

The system is designed in such a manner that Contractor has the capability of breaking out the report according to each agency's structure. In most cases, users are able to minimize the involvement of central staff while maximizing the control procedures.

CARDMEMBER ACTIVITY REPORT: Each agency will receive a detailed listing of all cardmembers' charge/credit activity for each billing period. This provides a printout of original charge activity including name and location of the service establishments and original currency of charge item.

ALPHA/NUMERIC LISTING: These listings are produced on a monthly or quarterly basis to facilitate cross-referencing between cardmember name and American Express account numbers. One list is in alphabetical order by employees' last names. The other is in American Express account number sequence.

ENHANCED VENDOR ANALYSIS REPORTS: These reports are being implemented in 1992. These can provide the State of Oregon with an accurate profile as to how and where travel dollars are being spent. These reports can be produced monthly, quarterly, semi-annually and annually. They detail expenses by cardmember account number and vendor location, and summarize expenses by vendor within each expense category. The summary totals show monthly and year-to-date figures and can run concurrently with the State of Oregon's fiscal year.

CUSTOMIZED REPORTS:

- On-Line Access is available to allow travel managers to access, through passwords, the entire data base (for senior level staff) or for department level data only, for management staff within specific divisions or locations. The On-Line Access will allow the State to access its own cardmember data, and design management reports in any format desired.
- Report on Request. American Express Operations maintains a software unit dedicated to addressing the custom reporting requirements of its customers. This unique service will allow the State of Oregon the option to create customized reports, should the standard Management Information not accommodate its needs. Turnaround time on requests varies depending on the complexity of

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the request and availability of pertinent data. These reports will be available to the State of Oregon at no additional charge.

American Express MIS reports are available in hard copy, diskette, magnetic tape, microfiche, cartridge, electronic transfer or through On-Line Access.

CHARGE CARD ACCEPTANCE: The American Express Card is accepted at:

LODGING: All major hotel chains as well as most independent roperties frequented by business travelers. Over 200,000 lodging establishments accept American Express, over 85,000 of which are in the United States.

RESTAURANTS: Over 385,000 restaurants, 145,000 of which are in the U.S.

CAR RENTAL: Every car rental company normally utilized by the business traveler.

TAXI CABS: Many taxi cabs and hired cars all across the U.S.

SERVICE STATIONS: Over 100,000 service stations around the country, including stations of the following oil companies:

Chevron
Gulf
Exxon
Marathon

Conoco
Texaco
Phillips
Sunoco

Mobil
FINA
Unocal (Union 76)

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SERVICE: AIRFARE CHARGE SYSTEM FOR BUSINESS TRAVEL

AGENCY: ALL STATE OF OREGON AGENCIES, AND
ADDITIONAL PARTIES

CONTRACTOR: CITICORP DINERS CLUB
183 INVERNESS DRIVE WEST
3RD FLOOR
ENGLEWOOD CO 80112

TELEPHONE: (800) 235-9575 CONTACT: SHERRY LESLIE EXT 2699
FAX:

PRICE:

TERMS:

CONTRACT PERIOD: MAY 4, 1992 THROUGH DEC 31, 1994

PERFORMANCE BOND:

INSURANCE:	COMPREHENSIVE GENERAL LIABILITY	\$1,000,000
	AUTOMOBILE LIABILITY INSURANCE	1,000,000
	WORKERS COMPENSATION	

CONTRACT ADMINISTRATION:

DIANNE CROOKER, DGS PURCHASING, (503) 373-1197
SUSAN ULRICH - CDC, (800) 235-9574 EXT 3019
DOUGLAS MYERS, CDC, (800) 235-9575 EXT 2659

COMMENTS: UPDATED ADDITIONAL PARTY LIST 5-3-94
NEW PARTICIPANT: EUGENE WATER & ELECTRIC BOARD

IF SERVICES PROVIDED UNDER THIS CONTRACT ARE UNSATISFACTORY,
ASSISTANCE MAY BE OBTAINED BY SUBMITTING A PURCHASING PERFORMANCE REPORT
(FORM NO. 125-3001) TO THE QUALITY ASSURANCE UNIT OF THE PURCHASING DIV.

THIS CONTRACT COVERS ONLY THOSE SERVICES LISTED.

DATE OF ISSUANCE: 05/04/92
BID NO.: 10100002 92

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This contract is mandatory for use by all State agencies when charging airfare. There are no membership fees required.

SCOPE OF CONTRACT: This contract is for Diners Club's Corporate Travel System (CTS), a non-plastic centrally billed account for the purpose of charging airfare for authorized State travel. Authorized employees may purchase and charge airline tickets to this account, utilizing the State's agreement no. 2159 with CITICORP DINERS CLUB for travel arrangements and reservations. Authorized employees shall purchase airline tickets and charge the fare to this account.

PARTIES TO THE CONTRACT: This includes the Oregon State System of Higher Education and all boards and commissions duly authorized to operate as State agencies. Also, the following political subdivisions are authorized to participate in this contract:

Eugene Water & Electric Board
Multnomah County
Washington County

For purposes of this contract, the above named participating political subdivisions will have the status of all other state agencies. Throughout this contract, the word "State" is defined to include these participating subdivisions as well as State agencies. NO POLITICAL SUBDIVISION WHO IS NOT SPECIFICALLY NAMED IN THE CONTRACT DOCUMENT MAY PARTICIPATE IN THIS CONTRACT UNLESS SPECIFICALLY ADDED TO THE CONTRACT THROUGH FORMAL AMENDMENT.

INVOICING AND PAYMENT: Contractor will bill each agency directly. State will be responsible for duly authorized charges only.

Billing formats are available in both hard copy and machine readable formats compatible with state agency systems.

Each agency is offered a choice of seventeen (17) billing cycles, to enable each agency to choose a billing cycle most compatible with its internal requirements. Payments are due 25 days from receipt of invoice. A late fee is assessed on all past due monies when an account is billed as 60 days past due (third billing notice). Late fees will be assessed in accordance with the State of Oregon Prompt Payment Act (ORS 293.462).

Contractor's CTS accounts enable agencies to take advance credit for unused tickets and other CTS transactions. In cases where the CTS account bill has already been rendered, an agency will not have to pay for tickets returned to the appropriate travel office. All an agency is required to do, is notify Contractor of unused tickets and send Contractor a copy of the charge refund notice.

EARLY PAYMENT DISCOUNT: This incentive is a tiered discount which

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increases as the timing of payment is accelerated. This discount is based on full payment of an entire outstanding account balance within a specified number of days after the statement billing date that is agreed upon. Discount options are:

Payment Received Number of Days After Billing Date	Discount Earned (In Basis Points)	Percentage
21+	-0-	-0-
16 - 20	20	.2%
11 - 15	30	.3%
6 - 10	40	.4%
0 - 5	50	.5%

One basis point is equal to 1/100th of one percent. The amount of discount earned will be calculated annually based on each month's payment activity.

The discount will be paid annually within 60 days after the end of the calendar year. The payment will consist of the sum of the monthly results.

Payments received between the dates shown on the discount table qualify for the discount at the lower level. For example, payment received 17 days after the billing date will qualify for the discount level of 20 days.

ELECTRONIC FUNDS REIMBURSEMENT SERVICE (EFRS)

The help maximize early payment discount offering, EFRS is available. This EFRS, the State of Oregon would make a single monthly disbursement to Diners Club, electronically. This is available as an option.

Liability: State of Oregon Cardmembers will automatically be covered with \$350,000 Travel Accident Insurance for all common carrier charges on their Diners Club charge. Coverage also extends to frequent flyer or other non-revenue tickets. Also, cardmembers receive \$1,250 excess baggage insurance for both checked and carry-on luggage any time an airline ticket is charged to Diners Club.

- \$350,000 Travel Accident Insurance. Diners Club cardmembers will each be insured automatically against accidental bodily injuries that are the sole cause of death or dismemberment while riding in, boarding or alighting from any aircraft or land or water conveyance operated by a common carrier licensed to carry passengers for hire, provided the travel fare has been charged to a Diners Club account or to a member company's Diners Club account (and provided the

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person traveling is an authorized traveler on that account).

If the ticket has been purchased or issued prior to departure from the terminal, coverage is provided for travel by common carrier (including taxi, bus, train or airport limousine) directly to the terminal. Coverage continues after arrival at the terminal of destination, during travel by common carrier from the terminal to the next destination.

Automatic Travel Accident is made available by Citicorp Diners Club Inc., but is provided by Federal Insurance Company, a member of the Chubb Group of Insurance Companies, Warren, NJ. This coverage is administered by Citicorp Insurance Services, Inc., Nashville, TN.

- \$1,250 Excess Baggage Insurance. Diners Club cardmembers are automatically covered for theft, loss or damage of baggage and personal effects contained therein, provided their fare has been charged to a Diners Club account. Coverage commences when the baggage is checked in or carried on to the common carrier by the cardmember (includes curbside checkout with Red Cap).

Excess Baggage coverage is provided by third-party insurers and administered by Interclaim, and is subject to certain clauses, conditions and exclusions. Diners club reserves the right to charge for insurance coverage in the future.

MANAGEMENT REPORTS: The Management Reporting System begins with a set of four core reports. These are:

1. Account Listing -- Serves as a basic reference guide to individual cardmember account numbers. Also provides a convenient means of updated cardmember assignments by cost center, department, region, etc.
2. Account Activity Summary -- Provides a detailed record of charge activity by each cardmember.
3. Projected Renewal Report -- Facilitates quick review of Corporate Cards coming due for renewal, and cancellation of inactive accounts.
4. 45/75 Day Delinquency Report -- Permits easy identification of potential abuse or misuse of charge privileges.

ADVANCED REPORTING CAPABILITIES: Contractor can provide the Management Information Reports needed to assist with specific facts of business travel:

- Overall Spending Analysis -- Reports that track all Diners Club account spending by individual traveler, by department, cost

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center, division -- in whatever manner the State of Oregon wishes to review its travel spending.

- Vendor Analysis -- Reports that track spending by geographic location, airline city pairs, etc.
- On-Line Access provides ability to systematically access a cardmembers corporate account information at the Citibank Nevada location. Access is restricted to client inquiry only. Clients may select from any of the following access options available:
 - * Member Inquiry - Displays monetary (12 month credit, current and prior account balances, etc.) and non-monetary) demographic, account classifications, account status, etc.) information on three separate screens.
 - * Account Activity -- Displays current and past billed activity (individual transactions) detail for the prior twelve months. Each transaction is described with a dollar amount, transaction date, Diners Club reference number, establishment name and number as well as ticket number, passenger name, invoice number or rental agreement (if applicable).
 - * Billing History - Provides a summary of all billed activity for each billing period during the past twelve months (provided there is an ending balance greater than zero). Monthly totals of the following information will be displayed per each billing statement:

Previous Balance	Payments
Returns	Credit Adjustments
Debit Adjustments	Travel Advances
Late Fees	New Member Fees
Renewal Member Fees	Charges
Payment Due	Past Due Balance
 - * Centrally Billed Account Activity - Information is similar to "Account Activity" the difference being, only centrally billed transactions incurred by the sub-account are listed.

On-line Access requires that corporate clients utilize a communications network (i.e., CompuServe or IBM Information Network). Diners Club will coordinate all aspects of implementation as well as provide ongoing service support inclusive of contacting and resolving issues with the communications network.

- Vendor Information Analyzer System (VIA): This is a PC based reporting system that utilizes the monetary activity diskette, which is produced at accounting time. The diskette(s) is sent to

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the State after the billing period with the data to be processed by the VIA System. Once the VIA System has been updated, the State will then have the opportunity to create its own vendor reports by using menu options. Airline usage information is listed by amount. Selection can also be done by zip code range, city or state. The System may also be set up to allow clients to retain individual transactions by account with inquiry capability. The System generates information that can be used with a graphics system to generate graphs for presentations.

SERVICE/TRAINING: Contractor will work with the State and its travel agency to insure smooth and efficient implementation of these accounts through on-site meetings, training, and seminars.

CHARGE ACCEPTANCE: Acceptance is 100% among every major airline, every regional airline, and every international airline.

CHARGES AND SPENDING LIMITS: Spending limits are determined by spending and payment patterns. Contractor's policy is to suspend accounts which become 60 days delinquent and to cancel accounts at 90 days past due. Contractor will provide the State of Oregon with a listing of delinquent accounts approaching possible suspension/cancellation approximately two weeks prior to the 60/90 day billings. Suspension and cancellation decisions are made at the discretion of the Diners Club collections Department management, based on customer performance. Diner's Club reserves the right to conduct credit checks when deemed necessary.

Contractor will hold the individual state employee solely liable and responsible for any and all valid (non-disputed) charges incurred.

INTEREST: No interest or carrying charges may be assessed on current balances due. Interest may be assessed on past due bills as allowed under ORS 293.462.

SPECIAL SITUATIONS: If an agency is released to make travel arrangements through a source other than the travel management contractor, other payment arrangements may be made as appropriate.

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PRICE AGREEMENT SUMMARY

COMMODITY CODE: 62960

PA NUMBER: 4169

BUYER NAME: D. CROOKER (503) 373-1197

ITEM: CITY PAIR AIR FARES

AGENCY: STATE OF OREGON AND AUTHORIZED
ADDITIONAL PARTIES

CONTRACTOR: ALASKA AIR GROUP CARRIERS -
HORIZON AIR & ALASKA AIRLINES
PO BOX 48309
SEATTLE WA 98148 0000

TELEPHONE: (206) 431-4523
FAX: 206 431 4624

CONTACT: MARYANNE HUBBERT

BRAND/TRADE NAME:

PRICE: SEE PRICING INFORMATION SECTION

TERMS:

CONTRACT PERIOD: JUL 1, 1994 THROUGH JUN 30, 1995

DAYS REQUIRED FOR DELIVERY:

MINIMUM ORDER: NONE

TRANSPORTATION CHARGES:

OTHER CONDITIONS: PREPAID TICKET FEE: \$35.00 USD

CONTRACT ADMINISTRATION: CONTACT YOUR AGENCY TRAVEL COORDINATOR
IF YOU ARE UNSURE OF AGENCY TRAVEL COORDINATOR, YOU MAY CONTACT
DIANNE CROOKER AT 373-1197 OR GERTIE JOHNSON AT 373-7277, EXT 274 FOR
TRAVEL COORDINATOR INFORMATION.
CONTRACT ADMINISTRATOR FOR UNRESOLVED ISSUES: DIANNE CROOKER 373-1197

THE STATE AGENCY OR AGENCIES LISTED ARE REQUIRED TO PURCHASE FROM THE
CONTRACTOR WHEN PURCHASING THE ITEMS LISTED IN THE PRICE SCHEDULE UNLESS
AN EXCEPTION IS INDICATED.

IF PRODUCTS OR SERVICES PURCHASED UNDER THIS CONTRACT ARE UNSATISFACTORY,
ASSISTANCE MAY BE OBTAINED BY SUBMITTING A PURCHASING PERFORMANCE REPORT
(FORM NO. 125-3001) TO THE QUALITY ASSURANCE UNIT OF THE PURCHASING DIV.

THIS CONTRACT COVERS ONLY THOSE ITEMS LISTED.

DATE OF ISSUANCE: 04/25/94
BID NO.: 10200010 94

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PRICING INFORMATION:

Item No.	City Pair	1993 Round Trips	Unrestricted One-Way Fare	Restricted One-Way Fare
EUGENE, OREGON				
39.	Eugene-Oakland CA	61	124.00	
PORTLAND, OREGON				
72.	Portland-Boise ID	365	189.00	
74.	Portland-Burbank CA	120	134.00	
95.	Portland-Las Vegas NV	175	147.00	
97.	Portland-Long Beach CA	52	134.00	
110.	Portland-Oakland CA	140	79.00	
112.	Portland-Ontario CA	98	134.00	
125.	Portland-Sacramento CA	117	89.00	
130.	Portland-San Jose CA	240	95.00	
132.	Portland-Spokane WA	96	89.00	

PREPAID TICKET FEE: \$ 35.00 USD

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CONTACT PERSON(s)

NAME: Maryanne Hubbert

Contact Person's Phone # 206-431-4523

Fax # 206-431-4624

REQUIREMENTS

QUALIFYING CRITERIA:

1. The city pair fare offered must be available on all non-stop, direct and connecting flights.
2. There must be no more than one (1) connection or stop on flights to or from Portland, Oregon.
3. There must be no more than two (2) connections or stops on flights to or from Boise, Idaho, or cities in Oregon, other than Portland.
4. There must be no more than three (3) connections or stops on flights to or from cities outside North America.
5. The maximum layover during any connection or stop shall not exceed two (2) hours in North America or four (4) hours outside North America.
6. Airlines must provide a minimum of two (2) flights each way per day that meet the connection, stop and layover criteria for North America city pairs and one (1) flight each way per day for cities outside North America.
7. All fares are to be from the coach "Y" inventory.

DEFINITIONS:

- A. CITY-PAIR FARE: The fare for a one-way flight in either direction between two designated cities.
- B. CONTRACT ADMINISTRATOR: An individual designated by the State of Oregon, Department of Administrative Services, to act on behalf of the State of Oregon to develop and administer purchasing agreements and contracts within limits established by law.
- C. CONTRACT TRAVEL AGENCY: The travel agency with which the State of Oregon contracts for statewide travel management services, and its affiliates and subcontractors. Currently, Contract Travel Agency includes: Away/Carlson Travel Network in Albany, Corvallis, Eugene, Lake Oswego, Monmouth and Salem; Carlson Travel Network in Portland and Tigard; Explorer Travel in Ashland; and Sunshine Travel in Klamath Falls.

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- D. CONTRACTOR'S REPRESENTATIVE: An individual designated by the contractor to act on behalf of the contractor concerning the terms and conditions set forth in bid and contract documents.
- E. NON-STATE AGENCY: Any city, county, school district, board, commission or other political subdivision that participates in the State Travel Management Program. Contractor will be notified in writing whenever a non-state agency is added to the program. There are currently two non-state agencies that participate in the State's Travel Management Program. Through an agreement with the Department of Administrative Services, non-state agencies participate in all aspects of the program and have agreed to operate under all requirements. The City-Pair Air Fare bid is one part of the Travel Management Program.

Additional non-state agencies may participate in the Program by entering into the agreement. The Contractor will be advised of additions to the contract in writing through a contract summary revision. Contractor will provide all contracted services to participating non-state agencies in the same manner as state agencies.

Current Additional Parties: Multnomah County
Washington County
Eugene Water & Electric Board

- F. STATE AGENCY: Any State institution, college, and university, the offices of the elective state officers, the supreme court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the State.

BONUS MILEAGE POINTS: The State agrees to waive the right to receive "frequent flyer" bonus points for State agency and participating non-state agency travelers using city-pair fares.

PUBLISHED TARIFF: The Contractor shall enter all awarded city-pair fares into their published tariffs within forty eight (48) hours after the issuance of a Notice to Proceed.

PRICE APPLICABILITY: Bidder's pricing must include all applicable taxes and surcharges except PFCs (Passenger Facility Charge).

All fares awarded herein shall be available on all tickets purchased by State agencies and participating non-state agencies during the initial twelve month contract period and any extensions, including those purchased for travel originating after the contract period.

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Contract city-pair fares will apply seven days per week to all coach class seats, Y inventory, on all scheduled flights. A contract city-pair fare shall be the highest fare the Contractor can charge a State agency or a participating non-state agency for a coach class ticket on that route.

Fares lower than the contract city-pair fares offered to the general public by Contractor shall also be available to State agencies and participating non-state agencies. Contractor shall arrange for prompt adjustment on all charges exceeding contract city-pair fares.

SERVICE CHANGES: If, after bid award, the Contractor's service changes so that Contractor ceases to meet one or more of the Qualifying Criteria for an awarded city-pair, the Contractor shall notify the State within ten (10) calendar days. The State reserves the right to cancel the award for that city-pair.

AIRFARE ARRANGEMENTS: City-pair fares will be issued only by the Contract Travel Agency.

AIRFARE PAYMENT: The State has contracted for air fare charge services. The contractor currently providing these services is Citicorp Diners Club (CDC). The travel agency, under contract with the State of Oregon, charges the fare to CDC under the traveler's respective billing number. Occasionally, due to extremely unusual circumstances, the travel agency, under contract with the State of Oregon, charges the fare to their internal account and bills the traveler's agency directly.

GUARANTEE TO AIRLINE: State of Oregon policy requires, and will continue to require, State agency travelers to use the lowest cost flights available that reasonably and appropriately meet their travel needs. Contracted city-pair fares will be made available only to the Contract Travel Agency, which will be directed to use those fares only for State agency and participating non-state agency travel. The Contract Travel Agency, will be directed to not offer any special fare of another airline that matches a contract city-pair fare. The Contract Travel Agency, State and non-state agency travelers will be advised that airlines with city-pair contracts are preferred carriers and are to be given preference for travel to destinations where there is no contract city-pair fares.

CONTRACT EXTENSION: City-pair fare contracts may be extended for additional periods upon mutual agreement of the State and Contractor. The total term of the contract, including extensions, may not exceed three years.

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
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PA NUMBER: 4169

TERMINATION: The contract, including extensions, may be terminated by mutual consent of both parties or by the State at its discretion, upon 30 days' written notice.

PRICE DISCRIMINATION: Contract prices must be applicable for all available seats on a given flight in the coach class section, "Y" inventory. Contractor shall not discriminate against any State or participating non-state agency travelers in favor of higher fare tickets paid by other travelers on any given seat or block(s) of seats.

PRICE ADJUSTMENTS: Prices shall be firm throughout the initial term of the contract, with the following exceptions:

A. Any special fare that is lower than a contract city-pair fare and is offered to the general public will be offered on equal terms to the State.

B. The State will consider price increases in the event the renewal option is exercised. Price changes will be limited to 5%. Price changes must be substantiated by providing documented evidence of cost increases to the Contractor such as costs imposed on the airline by governmental regulation, such as excise taxes, etc. The written request for price increases shall be submitted 45 days prior to the renewal date and shall be accompanied by the required documentation. The State shall have the option of accepting the price change or allowing the contract to expire.

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
PRICE AGREEMENT SUMMARY

COMMODITY CODE: 62960

PA NUMBER: 4170

BUYER NAME: D. CROOKER (503) 373-1197

ITEM: CITY PAIR AIR FARES

AGENCY: STATE OF OREGON AND AUTHORIZED
ADDITIONAL PARTIES

CONTRACTOR: DELTA AIRLINE INC
1030 DELTA BLVD, DEPT 764
MILITARY & GOVERNMENT MARKETING
ATLANTA-HARTSFIELD INT. AIRPORT
ATLANTA GA 30320 0000

TELEPHONE: (503) 242-1920

CONTACT: DAVID ZIELKE

FAX: 503 241 8143

BRAND/TRADE NAME:

PRICE: SEE PRICING INFORMATION SECTION

TERMS:

CONTRACT PERIOD: JUL 1, 1994 THROUGH JUN 30, 1995

DAYS REQUIRED FOR DELIVERY:

MINIMUM ORDER: NONE

TRANSPORTATION CHARGES:

OTHER CONDITIONS: PREPAID TICKET FEE: \$35.00 USD

CONTRACT ADMINISTRATION: CONTACT YOUR AGENCY TRAVEL COORDINATOR

IF YOU ARE UNSURE OF AGENCY TRAVEL COORDINATOR, YOU MAY CONTACT
DIANNE CROOKER AT 373-1197 OR GERTIE JOHNSON AT 373-7277, EXT 274 FOR
TRAVEL COORDINATOR INFORMATION.

CONTRACT ADMINISTRATOR FOR UNRESOLVED ISSUES: DIANNE CROOKER 373-1197

THE STATE AGENCY OR AGENCIES LISTED ARE REQUIRED TO PURCHASE FROM THE
CONTRACTOR WHEN PURCHASING THE ITEMS LISTED IN THE PRICE SCHEDULE UNLESS
AN EXCEPTION IS INDICATED.

IF PRODUCTS OR SERVICES PURCHASED UNDER THIS CONTRACT ARE UNSATISFACTORY,
ASSISTANCE MAY BE OBTAINED BY SUBMITTING A PURCHASING PERFORMANCE REPORT
(FORM NO. 125-3001) TO THE QUALITY ASSURANCE UNIT OF THE PURCHASING DIV.

THIS CONTRACT COVERS ONLY THOSE ITEMS LISTED.

DATE OF ISSUANCE: 04/25/94

BID NO.: 10200010 94

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
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PRICE AGREEMENT SUMMARY

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COMMODITY CODE: 62960

PA NUMBER: 4170

PRICING INFORMATION:

Item No.	City Pair	1993 Round Trips	Unrestricted One-Way Fare	Restricted One-Way Fare
BOISE, IDAHO				
6.	Boise-Reno NV			
		unk	258.00	
8.	Boise-Seattle WA			
		unk	221.00	
PORTLAND, OREGON				
68.	Portland-Austin TX			
		54	252.00	
71.	Portland-Bangor MA			
		24	339.00	
75.	Portland-Charleston SC			
		28	390.00	
91.	Portland-Jacksonville FL			
		21	437.00	
92.	Portland-Jackson Hole WY			
		21	238.00	
105.	Portland-Nashville TN			
		82	248.00	
106.	Portland-New Orleans LA			
		219	275.00	
131.	Portland-Seattle WA			
		647	39.00	

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
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PRICING INFORMATION: (continued)

Item No.	City Pair	1993	Unrestricted	Restricted
		Round Trips	One-Way Fare	One-Way Fare

134. Portland-Tampa FL

86 409.00

135. Portland-Tucson AZ

112 184.00

137. Portland-Washington, DC

a. Dulles 113 206.00

CANADA

140. Portland-Calgary

24 272.80

142. Portland-Montreal

unk 446.60

The following city-pair fares are optional for the State to use.

INTERNATIONAL

149. Portland-Rome, Italy

unk 769.00

PREPAID TICKET FEE: \$35.00 USD

CONTACT PERSON(s):

NAME: L. Edward Maloney

Contact Person's Phone # 404-715-2528 Fax # 404-715-2596

NAME: Dave Zielke

Contact Person's Phone # 503-242-1920 Fax # 503-241-8143

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
PRICE AGREEMENT SUMMARY

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COMMODITY CODE: 62960

PA NUMBER: 4170

REQUIREMENTS

QUALIFYING CRITERIA:

1. The city pair fare offered must be available on all non-stop, direct and connecting flights.
2. There must be no more than one (1) connection or stop on flights to or from Portland, Oregon.
3. There must be no more than two (2) connections or stops on flights to or from Boise, Idaho, or cities in Oregon, other than Portland.
4. There must be no more than three (3) connections or stops on flights to or from cities outside North America.
5. The maximum layover during any connection or stop shall not exceed two (2) hours in North America or four (4) hours outside North America.
6. Airlines must provide a minimum of two (2) flights each way per day that meet the connection, stop and layover criteria for North America city pairs and one (1) flight each way per day for cities outside North America.
7. All fares are to be from the coach "Y" inventory.

DEFINITIONS:

- A. CITY-PAIR FARE: The fare for a one-way flight in either direction between two designated cities.
- B. CONTRACT ADMINISTRATOR: An individual designated by the State of Oregon, Department of Administrative Services, to act on behalf of the State of Oregon to develop and administer purchasing agreements and contracts within limits established by law.
- C. CONTRACT TRAVEL AGENCY: The travel agency with which the State of Oregon contracts for statewide travel management services, and its affiliates and subcontractors. Currently, Contract Travel Agency includes: Away/Carlson Travel Network in Albany, Corvallis, Eugene, Lake Oswego, Monmouth and Salem; Carlson Travel Network in Portland and Tigard; Explorer Travel in Ashland; and Sunshine Travel in Klamath Falls.
- D. CONTRACTOR'S REPRESENTATIVE: An individual designated by the contractor to act on behalf of the contractor concerning the terms and conditions set forth in bid and contract documents.

STATE OF OREGON
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PRICE AGREEMENT SUMMARY

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E. NON-STATE AGENCY: Any city, county, school district, board, commission or other political subdivision that participates in the State Travel Management Program. Contractor will be notified in writing whenever a non-state agency is added to the program. There are currently two non-state agencies that participate in the State's Travel Management Program. Through an agreement with the Department of Administrative Services, non-state agencies participate in all aspects of the program and have agreed to operate under all requirements. The City-Pair Air Fare bid is one part of the Travel Management Program.

Additional non-state agencies may participate in the Program by entering into the agreement. The Contractor will be advised of additions to the contract in writing through a contract summary revision. Contractor will provide all contracted services to participating non-state agencies in the same manner as state agencies.

Current Additional Parties: Multnomah County
Washington County
Eugene Water & Electric Board

F. STATE AGENCY: Any State institution, college, and university, the offices of the elective state officers, the supreme court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the State.

BONUS MILEAGE POINTS: The State agrees to waive the right to receive "frequent flyer" bonus points for State agency and participating non-state agency travelers using city-pair fares.

PUBLISHED TARIFF: The Contractor shall enter all awarded city-pair fares into their published tariffs within forty eight (48) hours after the issuance of a Notice to Proceed.

PRICE APPLICABILITY: Bidder's pricing must include all applicable taxes and surcharges except PFCs (Passenger Facility Charge).

All fares awarded herein shall be available on all tickets purchased by State agencies and participating non-state agencies during the initial twelve month contract period and any extensions, including those purchased for travel originating after the contract period.

Contract city-pair fares will apply seven days per week to all coach class seats, Y inventory, on all scheduled flights. A contract city-pair fare shall be the highest fare the Contractor can charge a State agency or a participating non-state agency for a coach class ticket on that route.

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
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Fares lower than the contract city-pair fares offered to the general public by Contractor shall also be available to State agencies and participating non-state agencies. Contractor shall arrange for prompt adjustment on all charges exceeding contract city-pair fares.

SERVICE CHANGES: If, after bid award, the Contractor's service changes so that Contractor ceases to meet one or more of the Qualifying Criteria for an awarded city-pair, the Contractor shall notify the State within ten (10) calendar days. The State reserves the right to cancel the award for that city-pair.

AIRFARE ARRANGEMENTS: City-pair fares will be issued only by the Contract Travel Agency.

AIRFARE PAYMENT: The State has contracted for air fare charge services. The contractor currently providing these services is Citicorp Diners Club (CDC). The travel agency, under contract with the State of Oregon, charges the fare to CDC under the traveler's respective billing number. Occasionally, due to extremely unusual circumstances, the travel agency, under contract with the State of Oregon, charges the fare to their internal account and bills the traveler's agency directly.

GUARANTEE TO AIRLINE: State of Oregon policy requires, and will continue to require, State agency travelers to use the lowest cost flights available that reasonably and appropriately meet their travel needs. Contracted city-pair fares will be made available only to the Contract Travel Agency, which will be directed to use those fares only for State agency and participating non-state agency travel. The Contract Travel Agency, will be directed to not offer any special fare of another airline that matches a contract city-pair fare. The Contract Travel Agency, State and non-state agency travelers will be advised that airlines with city-pair contracts are preferred carriers and are to be given preference for travel to destinations where there is no contract city-pair fares.

CONTRACT EXTENSION: City-pair fare contracts may be extended for additional periods upon mutual agreement of the State and Contractor. The total term of the contract, including extensions, may not exceed three years.

TERMINATION: The contract, including extensions, may be terminated by mutual consent of both parties or by the State at its discretion, upon 30 days' written notice.

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
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COMMODITY CODE: 62960

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PRICE DISCRIMINATION: Contract prices must be applicable for all available seats on a given flight in the coach class section, "Y" inventory. Contractor shall not discriminate against any State or participating non-state agency travelers in favor of higher fare tickets paid by other travelers on any given seat or block(s) of seats.

PRICE ADJUSTMENTS: Prices shall be firm throughout the initial term of the contract, with the following exceptions:

A. Any special fare that is lower than a contract city-pair fare and is offered to the general public will be offered on equal terms to the State.

B. The State will consider price increases in the event the renewal option is exercised. Price changes will be limited to 5%. Price changes must be substantiated by providing documented evidence of cost increases to the Contractor such as costs imposed on the airline by governmental regulation, such as excise taxes, etc. The written request for price increases shall be submitted 45 days prior to the renewal date and shall be accompanied by the required documentation. The State shall have the option of accepting the price change or allowing the contract to expire.

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
PRICE AGREEMENT SUMMARY

COMMODITY CODE: 62960

PA NUMBER: 4171

BUYER NAME: D. CROOKER (503) 373-1197

ITEM: CITY PAIR AIR FARES

AGENCY: STATE OF OREGON AND AUTHORIZED
ADDITIONAL PARTIES

CONTRACTOR: NORTHWEST AIRLINES
2101 WILSON BLVD
SUITE 1001
ARLINGTON VA 22201

TELEPHONE: (703) 527-6606
FAX: 703 527 6607

CONTACT: D. CLIFFORD/D. DEUTSCH

BRAND/TRADE NAME:

PRICE: SEE PRICING INFORMATION SECTION

TERMS:

CONTRACT PERIOD: JUL 1, 1994 THROUGH JUN 30, 1995

DAYS REQUIRED FOR DELIVERY:

MINIMUM ORDER: NONE

TRANSPORTATION CHARGES:

OTHER CONDITIONS: PREPAID TICKET FEE: WAIVED

CONTRACT ADMINISTRATION: CONTACT YOUR AGENCY TRAVEL COORDINATOR

IF YOU ARE UNSURE OF AGENCY TRAVEL COORDINATOR, YOU MAY CONTACT
DIANNE CROOKER AT 373-1197 OR GERTIE JOHNSON AT 373-7277, EXT 274 FOR
TRAVEL COORDINATOR INFORMATION.

CONTRACT ADMINISTRATION FOR UNRESOLVED ISSUES: DIANNE CROOKER 373-1197

THE STATE AGENCY OR AGENCIES LISTED ARE REQUIRED TO PURCHASE FROM THE
CONTRACTOR WHEN PURCHASING THE ITEMS LISTED IN THE PRICE SCHEDULE UNLESS
AN EXCEPTION IS INDICATED.

IF PRODUCTS OR SERVICES PURCHASED UNDER THIS CONTRACT ARE UNSATISFACTORY,
ASSISTANCE MAY BE OBTAINED BY SUBMITTING A PURCHASING PERFORMANCE REPORT
(FORM NO. 125-3001) TO THE QUALITY ASSURANCE UNIT OF THE PURCHASING DIV.

THIS CONTRACT COVERS ONLY THOSE ITEMS LISTED.

DATE OF ISSUANCE: 04/25/94
BID NO.: 10200010 94

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
PRICE AGREEMENT SUMMARY

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COMMODITY CODE: 62960

PA NUMBER: 4171

PRICING INFORMATION:

Item No.	City Pair	1993 Round Trips	Unrestricted One-Way Fare	Restricted One-Way Fare
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EUGENE, OREGON

22. Eugene-Detroit MI

20 377.00

24. Eugene-Green Bay WI

29 359.00

PORTLAND, OREGON

67. Portland-Atlanta GA

304 170.00

96. Portland-Lincoln NE

39 361.00

137. Portland-Washington, DC

b. National 1242 197.00

CANADA

141. Portland-Edmonton

23 281.00

143. Portland-Toronto

28 267.00

The following city-pair fares are optional for the State to use.

INTERNATIONAL

145. Portland-Tokyo, Japan

unk 510.00 480.00

146. Portland-London, England

unk 631.00 494.00

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
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PRICING INFORMATION: (continued)

Item No.	City Pair	1993 Round Trips	Unrestricted One-Way Fare	Restricted One-Way Fare
147.	Portland-Frankfurt, Germany			
		unk	596.00	494.00
148.	Portland-Paris, France			
		unk	596.00	494.00
150.	Portland-Hong Kong			
		unk	730.00	667.00
151.	Portland-Amsterdam, Netherlands			
		unk	655.00	525.00
154.	Portland-Singapore			
		unk	950.00	847.00

RESTRICTIONS: All restricted one way fares are HCA fares which are capacity controlled.

PREPAID TICKET FEE: Waived

CONTACT PERSON(s):

NAME: Dennis E. Clifford

Contact Person's Phone # 703-527-6606 Fax # 703-527-6607

NAME: Diane Deutsch Ailor

Contact Person's Phone # 703-527-6606 Fax # 703-527-6607

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
PRICE AGREEMENT SUMMARY

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COMMODITY CODE: 62960

PA NUMBER: 4171

REQUIREMENTS

QUALIFYING CRITERIA:

1. The city pair fare offered must be available on all non-stop, direct and connecting flights.
2. There must be no more than one (1) connection or stop on flights to or from Portland, Oregon.
3. There must be no more than two (2) connections or stops on flights to or from Boise, Idaho, or cities in Oregon, other than Portland.
4. There must be no more than three (3) connections or stops on flights to or from cities outside North America.
5. The maximum layover during any connection or stop shall not exceed two (2) hours in North America or four (4) hours outside North America.
6. Airlines must provide a minimum of two (2) flights each way per day that meet the connection, stop and layover criteria for North America city pairs and one (1) flight each way per day for cities outside North America.
7. All fares are to be from the coach "Y" inventory.

DEFINITIONS:

- A. CITY-PAIR FARE: The fare for a one-way flight in either direction between two designated cities.
- B. CONTRACT ADMINISTRATOR: An individual designated by the State of Oregon, Department of Administrative Services, to act on behalf of the State of Oregon to develop and administer purchasing agreements and contracts within limits established by law.
- C. CONTRACT TRAVEL AGENCY: The travel agency with which the State of Oregon contracts for statewide travel management services, and its affiliates and subcontractors. Currently, Contract Travel Agency includes: Away/Carlson Travel Network in Albany, Corvallis, Eugene, Lake Oswego, Monmouth and Salem; Carlson Travel Network in Portland and Tigard; Explorer Travel in Ashland; and Sunshine Travel in Klamath Falls.
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STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
PRICE AGREEMENT SUMMARY

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COMMODITY CODE: 62960

PA NUMBER: 4171

E. NON-STATE AGENCY: Any city, county, school district, board, commission or other political subdivision that participates in the State Travel Management Program. Contractor will be notified in writing whenever a non-state agency is added to the program. There are currently two non-state agencies that participate in the State's Travel Management Program. Through an agreement with the Department of Administrative Services, non-state agencies participate in all aspects of the program and have agreed to operate under all requirements. The City-Pair Air Fare bid is one part of the Travel Management Program.

Additional non-state agencies may participate in the Program by entering into the agreement. The Contractor will be advised of additions to the contract in writing through a contract summary revision. Contractor will provide all contracted services to participating non-state agencies in the same manner as state agencies.

Current Additional Parties: Multnomah County
Washington County
Eugene Water & Electric Board

F. STATE AGENCY: Any State institution, college, and university, the offices of the elective state officers, the supreme court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the State.

BONUS MILEAGE POINTS: The State agrees to waive the right to receive "frequent flyer" bonus points for State agency and participating non-state agency travelers using city-pair fares.

PUBLISHED TARIFF: The Contractor shall enter all awarded city-pair fares into their published tariffs within forty eight (48) hours after the issuance of a Notice to Proceed.

PRICE APPLICABILITY: Bidder's pricing must include all applicable taxes and surcharges except PFCs (Passenger Facility Charge).

All fares awarded herein shall be available on all tickets purchased by State agencies and participating non-state agencies during the initial twelve month contract period and any extensions, including those purchased for travel originating after the contract period.

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STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
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Fares lower than the contract city-pair fares offered to the general public by Contractor shall also be available to State agencies and participating non-state agencies. Contractor shall arrange for prompt adjustment on all charges exceeding contract city-pair fares.

SERVICE CHANGES: If, after bid award, the Contractor's service changes so that Contractor ceases to meet one or more of the Qualifying Criteria for an awarded city-pair, the Contractor shall notify the State within ten (10) calendar days. The State reserves the right to cancel the award for that city-pair.

AIRFARE ARRANGEMENTS: City-pair fares will be issued only by the Contract Travel Agency.

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GUARANTEE TO AIRLINE: State of Oregon policy requires, and will continue to require, State agency travelers to use the lowest cost flights available that reasonably and appropriately meet their travel needs. Contracted city-pair fares will be made available only to the Contract Travel Agency, which will be directed to use those fares only for State agency and participating non-state agency travel. The Contract Travel Agency, will be directed to not offer any special fare of another airline that matches a contract city-pair fare. The Contract Travel Agency, State and non-state agency travelers will be advised that airlines with city-pair contracts are preferred carriers and are to be given preference for travel to destinations where there is no contract city-pair fares.

CONTRACT EXTENSION: City-pair fare contracts may be extended for additional periods upon mutual agreement of the State and Contractor. The total term of the contract, including extensions, may not exceed three years.

TERMINATION: The contract, including extensions, may be terminated by mutual consent of both parties or by the State at its discretion, upon 30 days' written notice.

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
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PRICE DISCRIMINATION: Contract prices must be applicable for all available seats on a given flight in the coach class section, "Y" inventory. Contractor shall not discriminate against any State or participating non-state agency travelers in favor of higher fare tickets paid by other travelers on any given seat or block(s) of seats.

PRICE ADJUSTMENTS: Prices shall be firm throughout the initial term of the contract, with the following exceptions:

A. Any special fare that is lower than a contract city-pair fare and is offered to the general public will be offered on equal terms to the State.

B. The State will consider price increases in the event the renewal option is exercised. Price changes will be limited to 5%. Price changes must be substantiated by providing documented evidence of cost increases to the Contractor such as costs imposed on the airline by governmental regulation, such as excise taxes, etc. The written request for price increases shall be submitted 45 days prior to the renewal date and shall be accompanied by the required documentation. The State shall have the option of accepting the price change or allowing the contract to expire.

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
PRICE AGREEMENT SUMMARY

COMMODITY CODE: 62960

PA NUMBER: 4172

BUYER NAME: D. CROOKER (503) 373-1197

ITEM: CITY PAIR AIR FARES

AGENCY: STATE OF OREGON AND AUTHORIZED
ADDITIONAL PARTIES

CONTRACTOR: UNITED AIRLINES
MILITARY/GOVERNMENT SALES-EXOSS
PO BOX 66100
CHICAGO IL 60666

TELEPHONE: (708) 952-5275
FAX: 708 952-4674

CONTACT: LARRY DUNNE/LUBA POLUS

BRAND/TRADE NAME:

PRICE: SEE PRICING INFORMATION SECTION

TERMS:

CONTRACT PERIOD: JUL 1, 1994 THROUGH JUN 30, 1995

DAYS REQUIRED FOR DELIVERY:

MINIMUM ORDER: NONE

TRANSPORTATION CHARGES:

OTHER CONDITIONS: PREPAID TICKET FEE: \$50.00 USD

CONTRACT ADMINISTRATION: CONTACT YOUR AGENCY TRAVEL COORDINATOR

IF YOU ARE UNSURE OF AGENCY TRAVEL COORDINATOR, YOU MAY CONTACT
DIANNE CROOKER AT 373-1197 OR GERTIE JOHNSON AT 373-7277, EXT 274 FOR
TRAVEL COORDINATOR INFORMATION.

CONTRACT ADMINISTRATOR FOR UNRESOLVED ISSUES: DIANNE CROOKER 373-1197

THE STATE AGENCY OR AGENCIES LISTED ARE REQUIRED TO PURCHASE FROM THE
CONTRACTOR WHEN PURCHASING THE ITEMS LISTED IN THE PRICE SCHEDULE UNLESS
AN EXCEPTION IS INDICATED.

IF PRODUCTS OR SERVICES PURCHASED UNDER THIS CONTRACT ARE UNSATISFACTORY,
ASSISTANCE MAY BE OBTAINED BY SUBMITTING A PURCHASING PERFORMANCE REPORT
(FORM NO. 125-3001) TO THE QUALITY ASSURANCE UNIT OF THE PURCHASING DIV.

THIS CONTRACT COVERS ONLY THOSE ITEMS LISTED.

DATE OF ISSUANCE: 04/25/94
BID NO.: 10200010 94

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
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COMMODITY CODE: 62960

PA NUMBER: 4172

PRICING INFORMATION:

Item No.	City Pair	1993 Round Trips	Unrestricted One-Way Fare	Restricted One-Way Fare
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BOISE, IDAHO

1.	Boise-Chicago IL	unk	295.00	
2.	Boise-Denver CO	unk	205.00	
3.	Boise-Las Vegas NV	unk	173.00	
4.	Boise-Los Angeles CA	unk	99.00	
5.	Boise-Phoenix AZ	unk	160.00	
7.	Boise-San Francisco CA	unk	119.00	
9.	Boise-Washington DC			
	a. Dulles	unk	291.00	
	b. National	unk	291.00	

EUGENE, OREGON

11.	Eugene-Atlanta GA	118	291.00	
12.	Eugene-Baltimore MD	76	291.00	
14.	Eugene-Boston MA	139	297.00	

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
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PA NUMBER: 4172

PRICING INFORMATION: (continued)

Item No.	City Pair	1993 Round Trips	Unrestricted One-Way Fare	Restricted One-Way Fare
15.	Eugene-Burbank CA			
		64	145.00	
16.	Eugene-Chicago IL			
		163	287.00	
17.	Eugene-Cincinnati OH			
		32	291.00	
18.	Eugene-Columbus OH			
		23	291.00	
19.	Eugene-Dallas TX			
		62	259.00	
20.	Eugene-Des Moines IA			
		23	249.00	
26.	Eugene-Houston TX			
		46	291.00	
27.	Eugene-Indianapolis IN			
		26	291.00	
28.	Eugene-Kansas City MO			
		54	271.00	
29.	Eugene-Las Vegas NV			
		127	171.00	
30.	Eugene-Los Angeles CA			
		243	124.00	

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
PRICE AGREEMENT SUMMARY

PAGE: 4

COMMODITY CODE: 62960

PA NUMBER: 4172

PRICING INFORMATION: (continued)

Item No.	City Pair	1993 Round Trips	Unrestricted One-Way Fare	Restricted One-Way Fare
31.	Eugene-Madison WI			
		37	271.00	
32.	Eugene-Miami FL			
		49	311.00	
33.	Eugene-Minn/St Paul MN			
		52	258.00	
36.	Eugene-Nashville TN			
		28	303.00	
37.	Eugene-New Orleans LA			
		144	303.00	
38.	Eugene-New York City NY			
	a. LaGuardia	65	322.00	
	b. J F Kennedy	36	322.00	
40.	Eugene-Ontario CA			
		73	175.00	
41.	Eugene-Orange County CA			
		91	165.00	
42.	Eugene-Orlando FL			
		38	311.00	
44.	Eugene-Philadelphia PA			
		45	297.00	

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
PRICE AGREEMENT SUMMARY

PAGE: 5

COMMODITY CODE: 62960

PA NUMBER: 4172

PRICING INFORMATION: (continued)

Item No.	City Pair	1993 Round Trips	Unrestricted One-Way Fare	Restricted One-Way Fare
45.	Eugene-Phoenix AZ	164	147.00	.
46.	Eugene-Pittsburgh PA	23	297.00	
48.	Eugene-Raleigh/Durham NC	31	297.00	
49.	Eugene-Reno NV	40	101.00	
50.	Eugene-Sacramento CA	87	105.00	
52.	Eugene-San Antonio TX	43	271.00	
53.	Eugene-San Diego CA	159	120.00	
54.	Eugene-San Francisco CA	622	90.00	
55.	Eugene-San Jose CA	77	120.00	
59.	Eugene-St. Louis MO	48	259.00	

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
PRICE AGREEMENT SUMMARY

PAGE: 6

COMMODITY CODE: 62960

PA NUMBER: 4172

PRICING INFORMATION: (continued)

1993
Item City Round Unrestricted Restricted
No. Pair Trips One-Way Fare One-Way
Fare

61. Eugene-Washington DC

a. Dulles 219 322.00

b. National 162 322.00

MEDFORD, OREGON

62. Medford-San Diego CA

16 151.00

63. Medford-San Francisco CA

18 151.00

PORTLAND, OREGON

65. Portland-Albuquerque NM

130 198.00

66. Portland-Anchorage AK

55 245.00

69. Portland-Baltimore MD

146 266.00

70. Portland-Bakersfield CA

32 168.00

73. Portland-Boston MA

213 243.00

76. Portland-Chicago IL

398 211.00

77. Portland-Cincinnati OH

73 276.00

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
PRICE AGREEMENT SUMMARY

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COMMODITY CODE: 62960

PA NUMBER: 4172

PRICING INFORMATION: (continued)

Item No.	City Pair	1993 Round Trips	Unrestricted One-Way Fare	Restricted One-Way Fare
78.	Portland-Cleveland OH	33	295.00	
80.	Portland-CO Springs CO	27	161.00	
81.	Portland-Columbus OH	20	251.00	
82.	Portland-Dallas TX	106	211.00	
83.	Portland-Denver CO	348	161.00	
84.	Portland-Detroit MI	53	241.00	
86.	Portland-Fresno CA	40	168.00	
87.	Portland-Hartford CT	32	268.00	
89.	Portland-Houston TX	98	291.00	
90.	Portland-Indianapolis IN	66	243.00	
93.	Portland-Kansas City MO	154	171.00	

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
PRICE AGREEMENT SUMMARY

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COMMODITY CODE: 62960

PA NUMBER: 4172

PRICING INFORMATION: (continued)

Item No.	City Pair	1993 Round Trips	Unrestricted One-Way Fare	Restricted One-Way Fare
98.	Portland-Los Angeles CA	443	106.00	
99.	Portland-Louisville KY	22	279.00	
100.	Portland-Madison WI	41	269.00	
102.	Portland-Miami FL	25	343.00	
103.	Portland-Minn/St Paul MN	126	269.00	
107.	Portland-New York City NY			
	a. LaGuardia 101		267.00	
	b. J F Kennedy 35		267.00	
108.	Portland-Newark NJ	43	267.00	
111.	Portland-Oklahoma City OK	68	279.00	
113.	Portland-Orange Cty CA	143	124.00	
114.	Portland-Orlando FL	140	278.00	

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
PRICE AGREEMENT SUMMARY

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COMMODITY CODE: 62960

PA NUMBER: 4172

PRICING INFORMATION: (continued)

Item No.	City Pair	1993 Round Trips	Unrestricted One-Way Fare	Restricted One-Way Fare
115.	Portland-Palm Spgs CA	35	147.00	
118.	Portland-Philadelphia PA	90	252.00	
119.	Portland-Phoenix AZ	526	118.00	
120.	Portland-Pittsburgh PA	62	251.00	
122.	Portland-Raleigh/Durham NC	57	311.00	
124.	Portland-Reno NV	256	76.00	
126.	Portland-Salt Lk City UT	213	129.00	
127.	Portland-San Antonio TX	111	211.00	
128.	Portland-San Diego CA	296	131.00	
129.	Portland-San Francisco CA	653	75.00	

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
PRICE AGREEMENT SUMMARY

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COMMODITY CODE: 62960

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PRICING INFORMATION: (continued)

Item No.	City Pair	1993 Round Trips	Unrestricted One-Way Fare	Restricted One-Way Fare
133.	Portland-St. Louis MO	83	221.00	
136.	Portland-Tulsa OK	53	231.00	
138.	Portland-Wichita KS	23	231.00	

PREPAID TICKET FEE: \$50.00

CONTACT PERSON(s) FOR THIS BID:

NAME: Lawrence R. Dunne

Contact Person's Phone # 708-952-5275 Fax # 708-952-4674

NAME: Luba Polus

Contact Person's Phone # 708-952-5338 Fax # 708-952-4674

REQUIREMENTS

QUALIFYING CRITERIA:

1. The city pair fare offered must be available on all non-stop, direct and connecting flights.
2. There must be no more than one (1) connection or stop on flights to or from Portland, Oregon.
3. There must be no more than two (2) connections or stops on flights to or from Boise, Idaho, or cities in Oregon, other than Portland.
4. There must be no more than three (3) connections or stops on flights to or from cities outside North America.
5. The maximum layover during any connection or stop shall not exceed two (2) hours in North America or four (4) hours outside North America.

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
PRICE AGREEMENT SUMMARY

PAGE: 11

COMMODITY CODE: 62960

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-
6. Airlines must provide a minimum of two (2) flights each way per day that meet the connection, stop and layover criteria for North America city pairs and one (1) flight each way per day for cities outside North America.
7. All fares are to be from the coach "Y" inventory.

DEFINITIONS:

- A. CITY-PAIR FARE: The fare for a one-way flight in either direction between two designated cities.
- B. CONTRACT ADMINISTRATOR: An individual designated by the State of Oregon, Department of Administrative Services, to act on behalf of the State of Oregon to develop and administer purchasing agreements and contracts within limits established by law.
- C. CONTRACT TRAVEL AGENCY: The travel agency with which the State of Oregon contracts for statewide travel management services, and its affiliates and subcontractors. Currently, Contract Travel Agency includes: Away/Carlson Travel Network in Albany, Corvallis, Eugene, Lake Oswego, Monmouth and Salem; Carlson Travel Network in Portland and Tigard; Explorer Travel in Ashland; and Sunshine Travel in Klamath Falls.
- D. CONTRACTOR'S REPRESENTATIVE: An individual designated by the contractor to act on behalf of the contractor concerning the terms and conditions set forth in bid and contract documents.
- E. NON-STATE AGENCY: Any city, county, school district, board, commission or other political subdivision that participates in the State Travel Management Program. Contractor will be notified in writing whenever a non-state agency is added to the program. There are currently two non-state agencies that participate in the State's Travel Management Program. Through an agreement with the Department of Administrative Services, non-state agencies participate in all aspects of the program and have agreed to operate under all requirements. The City-Pair Air Fare bid is one part of the Travel Management Program.

Additional non-state agencies may participate in the Program by entering into the agreement. The Contractor will be advised of additions to the contract in writing through a contract summary revision. Contractor will provide all contracted services to participating non-state agencies in the same manner as state agencies.

Current Additional Parties: Eugene Water & Electric Board
Multnomah County
Washington County

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
PRICE AGREEMENT SUMMARY

PAGE: 12

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F. STATE AGENCY: Any State institution, college, and university, the offices of the elective state officers, the supreme court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the State.

BONUS MILEAGE POINTS: The State agrees to waive the right to receive "frequent flyer" bonus points for State agency and participating non-state agency travelers using city-pair fares.

PUBLISHED TARIFF: The Contractor shall enter all awarded city-pair fares into their published tariffs within forty eight (48) hours after the issuance of a Notice to Proceed.

PRICE APPLICABILITY: Bidder's pricing must include all applicable taxes and surcharges except PFCs (Passenger Facility Charge).

All fares awarded herein shall be available on all tickets purchased by State agencies and participating non-state agencies during the initial twelve month contract period and any extensions, including those purchased for travel originating after the contract period.

Contract city-pair fares will apply seven days per week to all coach class seats, Y inventory, on all scheduled flights. A contract city-pair fare shall be the highest fare the Contractor can charge a State agency or a participating non-state agency for a coach class ticket on that route.

Fares lower than the contract city-pair fares offered to the general public by Contractor shall also be available to State agencies and participating non-state agencies. Contractor shall arrange for prompt adjustment on all charges exceeding contract city-pair fares.

SERVICE CHANGES: If, after bid award, the Contractor's service changes so that Contractor ceases to meet one or more of the Qualifying Criteria for an awarded city-pair, the Contractor shall notify the State within ten (10) calendar days. The State reserves the right to cancel the award for that city-pair.

AIRFARE ARRANGEMENTS: City-pair fares will be issued only by the Contract Travel Agency.

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
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AIRFARE PAYMENT: The State has contracted for air fare charge services. The contractor currently providing these services is Citicorp Diners Club (CDC). The travel agency, under contract with the State of Oregon, charges the fare to CDC under the traveler's respective billing number. Occasionally, due to extremely unusual circumstances, the travel agency, under contract with the State of Oregon, charges the fare to their internal account and bills the traveler's agency directly.

GUARANTEE TO AIRLINE: State of Oregon policy requires, and will continue to require, State agency travelers to use the lowest cost flights available that reasonably and appropriately meet their travel needs. Contracted city-pair fares will be made available only to the Contract Travel Agency, which will be directed to use those fares only for State agency and participating non-state agency travel. The Contract Travel Agency, will be directed to not offer any special fare of another airline that matches a contract city-pair fare. The Contract Travel Agency, State and non-state agency travelers will be advised that airlines with city-pair contracts are preferred carriers and are to be given preference for travel to destinations where there is no contract city-pair fares.

CONTRACT EXTENSION: City-pair fare contracts may be extended for additional periods upon mutual agreement of the State and Contractor. The total term of the contract, including extensions, may not exceed three years.

TERMINATION: The contract, including extensions, may be terminated by mutual consent of both parties or by the State at its discretion, upon 30 days' written notice.

PRICE DISCRIMINATION: Contract prices must be applicable for all available seats on a given flight in the coach class section, "Y" inventory. Contractor shall not discriminate against any State or participating non-state agency travelers in favor of higher fare tickets paid by other travelers on any given seat or block(s) of seats.

PRICE ADJUSTMENTS: Prices shall be firm throughout the initial term of the contract, with the following exceptions:

A. Any special fare that is lower than a contract city-pair fare and is offered to the general public will be offered on equal terms to the State.

STATE OF OREGON
DEPT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
PRICE AGREEMENT SUMMARY

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B. The State will consider price increases in the event the renewal option is exercised. Price changes will be limited to 5%. Price changes must be substantiated by providing documented evidence of cost increases to the Contractor such as costs imposed on the airline by governmental regulation, such as excise taxes, etc. The written request for price increases shall be submitted 45 days prior to the renewal date and shall be accompanied by the required documentation. The State shall have the option of accepting the price change or allowing the contract to expire.

MEETING DATE: JUN 30 1994

AGENDA NO: R-1

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: FY 1994-95 Contract Renewal Between Community and Family Services Division and Portland Community College/Portland Employment Project, for Vocational Services for People with Developmental Disabilities

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: _____ DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Dennis Adams TELEPHONE: 248-3691
BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division is renewing its annual contract with the Portland Community College/Portland Employment Project, to purchase employment and alternative services for people with developmental disabilities. The contract is on a requirements basis, to allow for purchase of services at the individualized client rate.

7/5/94 ORIGINALS to Cella Thuray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe / RE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
pccdd95.bcc

1994 JUN 23 PM 1:47
MULTICOM COUNTY
OREGON
CLERK OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND 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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Community and Family Services Division *SP/RZ*

DATE: May 27, 1994

SUBJECT: FY 1994-95 Contract with Portland Community College/Portland Employment Project, for Employment Services for People with Development Disabilities

I. Recommendation/Action Requested: The Community and Family Services Division, Development Disabilities Program recommends Board of County Commissioner approval of the attached contract renewal with Portland Community College/Portland Employment Project, for the period July 1, 1994 through June 30, 1995.

II. Background/Analysis: The Community and Family Services Division is renewing its contract with Portland Community College/Portland Employment Project, to purchase employment and alternatives services for people with developmental disabilities.

The contract is a renewal agreement on a requirements basis, using individualized client rates to allow for the payment of services actually provided.

III. Financial Impact: The contract is on a requirements basis up to funds available.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: This service ties to the County benchmarks concerning access to health and mental health services.

VII. Citizen Participation: n/a

VIII. Other Government Participation: This contract represents an agreement between Multnomah County and Portland Community College/Portland Employment Project for the provision of vocational and alternative services for people with developmental disabilities.

pccdd95.srs

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 100535

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$15,000	<input type="checkbox"/> Professional Services over \$15,000 (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 <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-1</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: _____ Division: Community & Family Services Date: May 27, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: Contract purchases employment and alternative services for persons with developmental disabilities.

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

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

Contractor Name: <u>Portland Community College/Portland Employment Project</u> Mailing Address: <u>12000 S.W. 49th</u> <u>Portland, OR 97219</u> Phone: <u>(503)244-6111</u> Employer ID# or SS#: <u>93-0575187</u> Effective Date: <u>July 1, 1994</u> Termination Date: <u>June 30, 1995</u> Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>requirements</u>	Remittance Address (if different) _____ <table style="width: 100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>Allotment</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u></td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>Allotment</u>	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u>		Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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Purchase Order No. _____																	
<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u>																	
Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																	

REQUIRED SIGNATURES: Department Manager: [Signature] Date: May 27, 1994

Purchasing Director: _____ Date: _____
 (Class II Contracts Only)

County Counsel: [Signature] Date: June 22, 1994

County Chair/Sheriff: [Signature] Date: June 30, 1994

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
								See	Attached		

COMMUNITY AND FAMILY SERVICES DIVISION, FY 1994-95

CONTRACTOR: Portland Community College:Portland Employment Project	AC	Contract #100535	Mod
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[illegible]

Req'ts	
Estimates	\$198,265

\$198,265

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATESCERTIFICATE OF COMPLIANCE WITH
SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including the following:

1. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with the following as applicable: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State MHDDSD funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

2. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

3. Environmental Protection

a. CONTRACTOR ensures that if federal funds payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

4. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

7. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

8. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

9. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

10. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

11. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

12. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

13. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR's receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;

2) The population eligible to be served by race, color, national origin, sex, age, and handicap;

3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;

4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and

6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

14. Federal Alcohol Drug Abuse and Mental Health Block Grant

If receiving such funds, CONTRACTOR shall comply with federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, Community Health Services Block Grant, CFDA #93.958, and Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959 will be restricted to only public or non-profit entities.

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATES

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. American Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment except when there is a bona fide occupational limitation. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;

b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;

c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;

e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;

f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;

g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATES

CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

#100535

TERM OF CONTRACT: From July 1, 1994
CONTRACTOR NAME: Portland Community College/
Employment Project
CONTRACTOR ADDRESS: 12000 SW 49th
Portland, Oregon 97219

To: June 30, 1995
TELEPHONE: (503)244-6111
IRS NUMBER: 93-0575187

This contract is between Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Portland Community College, hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Services and Service Levels

CONTRACTOR agrees to provide services within the service levels listed below. COUNTY agrees to reimburse CONTRACTOR for providing those services under the payment terms and up to the amounts specified below.

Service	Service Element	Units	Payment Method/Basis	Rate	Maximum Funds
Employment & Alternative Svc	DD54	Req'ts	Monthly Billing/ Rate per Monthly Enrolled Client	Per Client Schedule	Req'ts

2. Medicaid Billing Allocation

Subject to contract conditions and program instructions, by this reference made part of this contract, 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. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds are disbursed by the Oregon Office of Medical Assistance Programs.

Service	Service Element	Units	Allocation
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n/a

3. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the COUNTY'S and State's service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the Request for Proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

b. CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of

service delivery that affects level, scope, or outcome of client services funded under this contract.

4. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

<u>Outcome</u>	<u>Program</u>	<u>% Goal</u>
Individuals showing maintenance or improvement in economic self-sufficiency during the year.	Devel Disabilities/ Vocational	80%

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

5. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$0. An additional advance up to 15 days of the contract funding amount, \$0, may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

6. Special Conditions

CONTRACTOR shall comply with special conditions and program instructions concerning services for people with developmental disabilities, specifically the following sections per service:

<u>Service</u>	<u>Manual Sections</u>
Employment & Alternative Svc	1, 2

PART B. DIVISION-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall only be valid when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Community and Family Services Division and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are attached to this contract and by this reference incorporated herein.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

b. CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent.

CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

- 1) Be given voluntarily, without pressure or coercion;
- 2) Be informed (i.e., the person receives and can understand sufficient information);
- 3) Include the name of the specific persons or agencies to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

7. Contract Between State and County

For funds used by CONTRACTOR which are contracted from other sources to the COUNTY, CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in those certain contracts.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Community and Family Services Division as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action, Mental Health, Youth Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars (refer to Attachment A), Oregon Administrative Rules, COUNTY financial procedures, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records for each service shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract become the property of the COUNTY, to be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in

providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S Request for Qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to Audit Requirements pursuant to the Community and Family Services Division's current *Subcontractor's Financial Procedures*. Reviews and audits must meet criteria outlined in these *Procedures*. CONTRACTOR may be subject to a fiscal compliance audit and/or may be required to conduct an external limited scope or full audit under the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000;
- 2) Multnomah County contract funds exceed \$100,000;
- 3) Total agency budget exceeds \$500,000;

e. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall 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. If CONTRACTOR is a private non-profit entity, the auditor shall meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

f. Limited Scope and Full Audits shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

g. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR and COUNTY agree to indemnify, defend, and save harmless each other, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR or COUNTY, their employees, agents, or subcontractors. CONTRACTOR and COUNTY further agree to defend each other COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S, COUNTY'S or subcontractor's performance of their duties under this contract. Indemnification is 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.

12. Independent Contractor Status

CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. CONTRACTOR shall obtain, and at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company authorized to do business in Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State of Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) days of contract execution.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage at a minimum for the amounts set forth in ORS Chapter 30.

14. Integration

The contract, including by reference program instructions/special conditions, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation

a. In cases of litigation arising out of this contract, the prevailing party shall be entitled to reasonable attorney's fees. Public bodies may be exempt from this provision provided each party agrees to bear its own legal costs in the event of litigation arising out of this contract.

b. CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract, whether stated in a statute or regulation as provided in Part B, Subsection 5.b., notice of award, Request for Proposal, or elsewhere, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this contract.

d. In taking enforcement action, COUNTY shall provide CONTRACTOR an opportunity for such hearing, appeal, or other administrative proceeding to which CONTRACTOR is entitled under any statute or regulation applicable to the action involved.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Attachment B. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan which will outline policies and activities that assure culturally competent services. The plan must address, at a minimum, the following standards:

- 1) Agency Board of Directors, staff, and volunteers are diverse.
- 2) Agency Board of Directors, staff, and volunteers are trained in issues regarding diversity and cultural competency.
- 3) Principles and values of the agency's Nondiscrimination Policy are incorporated into agency policies and procedures, agency publicity, and printed materials directed to program participants, employees, and applicants.
- 4) Culturally relevant and appropriate services are delivered.

This plan shall be submitted to COUNTY no later than 60 days after contract execution. Additionally, CONTRACTOR shall submit an annual report 30 days following end of the contract period indicating progress on the plan.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than those holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Payment Terms and Reports: All Contracts

a. CONTRACTOR shall be reimbursed for specific services based on the method of payment set forth under Part A. Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess

of one hundred percent of allowable program costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

d. All final requests for payment shall be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

20. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

c. Property and work products provided by CONTRACTOR under fee-for-service contract conditions are property of CONTRACTOR, except that billing documentation, e.g., client files and client assistance invoices (except as otherwise provided in accordance with federal and state statutes) and work products of CONTRACTOR which are specifically purchased through this contract are the exclusive property of COUNTY and upon termination of this contract shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service. Work products include books, documents, papers, audits, and records of the CONTRACTOR which are directly pertinent to this contract.

21. Payment Terms: Service Capacity and Cost Reimbursement

a. For contracts based on a service capacity payment method, subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Underexpenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th of the month following each calendar quarter. The initial Annual Budget is due within twenty (20) days of contract effective date; revised annual budget(s) is due within thirty (30) days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Cost Statement is due November 20th following the end of the contract year or within thirty (30) days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to cost statement reporting within thirty (30) days following the end of the contract period.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

22. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with state or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

23. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expensed through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/ Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

CONTRACTOR shall meet the following procedural requirements for all such property:

a. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use, and condition of the property.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

24. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified or except as follows:

a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

d. Records for any displaced person shall be retained for three years after such person has received final payment.

e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

25. Religious Content

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract. This is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

26. Request for Proposal

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

27. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28. Termination

a. This contract may be terminated by either party by thirty (30) days written notice to the other party.

b. Immediate termination by COUNTY may occur under any of the following conditions:

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

2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.

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

4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.

5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.

6) Upon evidence of improper or illegal use of funds provided under this contract.

7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. For fee-for-service programs, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For service capacity and cost-reimbursement programs, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

PART C: GENERAL CONDITIONS: DEVELOPMENTAL DISABILITIES

1. Fees

Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules.

2. Letter of Approval

CONTRACTOR must maintain a Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) in order to continue contracting for services through the COUNTY.

3. Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training, and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.


4. Retention of Revenue and Earned Income

All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the State Mental Health and Developmental Disability Services Division.

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

MULTNOMAH COUNTY

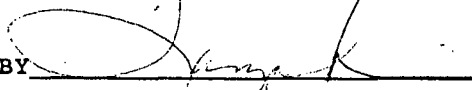
PORTLAND COMMUNITY COLLEGE

BY  6-2-94
Developmental Disabilities Date
Program Manager

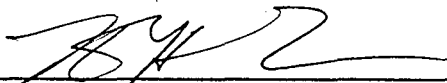
BY _____
Agency Executive Director Date

BY Solengo Pae / KE 5/27/94
Community and Family Services Date
Division Director

BY _____
Agency Board Chair Date

BY  6/30/94
Tanya Collier Date
Multnomah County Vice-Chair

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

BY  6/22/94
H. H. Lazenby, Jr. Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-1 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATESCERTIFICATE OF COMPLIANCE WITH
SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including the following:

1. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with the following as applicable: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State MHDDSD funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

2. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

3. Environmental Protection

a. CONTRACTOR ensures that if federal funds payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

4. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

7. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

8. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

9. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

10. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

11. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

12. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

13. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;

2) The population eligible to be served by race, color, national origin, sex, age, and handicap;

3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;

4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and

6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

14. Federal Alcohol Drug Abuse and Mental Health Block Grant

If receiving such funds, CONTRACTOR shall comply with federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, Community Health Services Block Grant, CFDA #93.958, and Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959 will be restricted to only public or non-profit entities.

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATES

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. American Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment except when there is a bona fide occupational limitation. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;

b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;

c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;

e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;

f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;

g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATES

Attachment C

CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

BUDGET MODIFICATION NO. DES 17(For Clerk's Use) Meeting Date JUN 30 1994
Agenda No. R-21. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 30, 1994

(Date)

DEPARTMENT DESDIVISION ISDCONTACT Doug FischerTELEPHONE 248-3670*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Doug Fischer

SUGGESTED

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

Budget modification transferring \$39,165 from DP Fund Materials and Services to DP Fund Personal.

(Estimated Time Needed on the Agenda)

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

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification will transfer funds available in ISD's budget from materials and services to personal services. This will allow us to meet current fiscal year obligations. A larger than projected workload has increased the number of overtime hours and has resulted in an anticipated over expenditure in personal services. The funds are available in ISD's materials and services budget.

CLERK OF
COUNTY CLERK
1994 JUN 21 PM 12:17
MULTNOMAH COUNTY
OREGON

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

Increases revenue to Insurance Fund from DP Fund due to increased personal services in Data Processing.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

(Specify Fund) Contingency before this modification (as of _____)
(Date)

\$ _____

After this modification

\$ _____

Originated By

Date

Lance Duman6/16/94

Department Director

Date

Betsy Williams6/16/94

Finance/Budget

Date

Keri Hardwick6/17/94

Employee Relations

Date

Board Approval

Date

NEBORAH C. BOUSTON6/30/94

BUDGET FY_____

Description

TOTAL EXPENDITURE CHANGE

BUDGET FY_____

Description

TOTAL REVENUE CHANGE

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS
FROM: JIM MUNZ
DATE: JUNE 15, 1994
RE: BUDGET MODIFICATION TRANSFERRING \$39,165 WITHIN ISD'S BUDGET.

I. Recommendation/Action Requested:

Approval of the transfer of \$39,165 within the Information Services Division budget from materials and services to personal services.

II. Background Analysis:

A larger than projected workload has increased the number of overtime hours and has resulted in an anticipated over expenditure in personal services.

III. Financial Impact:

Funds are available in ISD's materials and services budget to cover the over expenditure in the personal services budget.

IV. Legal Issues:

We are not allowed to overspend our budget.

V. Controversial Issues:

N/A

VI. Link to current county policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

MEETING DATE: _____

AGENDA NO: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Budget modification transferring \$39,165 in DP Fund. _____

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 30, 1994

Amount of Time Needed: 10 minutes

DEPARTMENT: DES DIVISION: ISD

CONTACT: Doug Fischer TELEPHONE #: 248-3670
BLDG/ROOM #: 327/ISD

PERSON(S) MAKING PRESENTATION: Doug Fischer

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy William

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BUDGET MODIFICATION NO. DES 18

(For Clerk's Use) Meeting Date JUN 30 1994
Agenda No. R-3

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 30, 1994 (Date)
DEPARTMENT DES DIVISION ISD
CONTACT Doug Fischer TELEPHONE 248-3670
*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Doug Fischer

SUGGESTED

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

Budget modification transferring \$50,000 from Telephone fund ^{Contingency} ~~beginning working capital~~ to Telephone materials and services budget.

(Estimated Time Needed on the Agenda)

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

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification transfers \$50,000 from Telephone Fund ^{Contingency} ~~beginning working capital~~ to Telephone budget materials and services for current fiscal year obligations. A larger than projected workload has resulted in an anticipated over expenditure in the Telephone Fund. Telephone budget expenditures are billed back to telephone system users resulting in increased revenue earnings to offset this over expenditure.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

None.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUN 21 PM 12:17

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Telephone Fund Contingency before this modification (as of 6/17/94)
(Specify Fund) (Date)

\$ 55334.00

After this modification

\$ 5334.00

Originated By

Date

Lance Duncan

Department Director

Date

Betsy Willis

6/16/94

Finance/Budget

Date

Keri Sandwick 6/17/94

Employee Relations

Date

Board Approval

Date

NEBORAH BOASTO 6/30/94

EXPENDITURE
TRANSACTION EB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action Fund Agency	Organi- zation Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
--------------------	--------------------	----------------------------	-----------------------	--------	-------------------	-------------------	----------------------------------	---------------	-------------

	402	030	9120		7700		(50,000)		Telephone Fund Contingency
--	-----	-----	------	--	------	--	----------	--	----------------------------

	402	030	7990		6190		50,000		Maintenance Contracts
--	-----	-----	------	--	------	--	--------	--	-----------------------

TOTAL EXPENDITURE CHANGE

TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action Fund Agency	Organi- zation Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
--------------------	--------------------	----------------------------	-----------------------	-------------------	-------------------	-------------------	----------------------------------	---------------	-------------

TOTAL REVENUE CHANGE

TOTAL REVENUE CHANGE

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS
FROM: JIM MUNZ
DATE: JUNE 15, 1994
RE: BUDGET MODIFICATION TRANSFERRING \$50,000 FROM TELEPHONE
FUND ~~BEGINNING WORKING CAPITAL~~ TO TELEPHONE FUND
MATERIALS AND SERVICES BUDGET. *Contingency*

I. Recommendation/Action Requested:

Contingency Approval of the transfer of \$50,000 from Telephone Fund
~~beginning working capital~~ to Telephone Fund materials and
services budget.

II. Background Analysis:

A larger than projected workload has resulted in an
anticipated over expenditure in the Telephone Fund.

III. Financial Impact:

Telephone budget expenditures are billed back to
telephone system users resulting in increased revenue
earnings to offset this over expenditure.

IV. Legal Issues:

We are not allowed to overspend our budget.

V. Controversial Issues:

N/A

VI. Link to current county policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:
N/A

MEETING DATE: _____

AGENDA NO: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Budget modification transferring \$50,000 from Telephone Fund ^{Contingency} ~~BWC~~ to Telephone Fund budget.

BOARD BRIEFING **Date Requested:** _____

Amount of Time Needed: _____

REGULAR MEETING: **Date Requested:** June 30, 1994

Amount of Time Needed: 10 minutes

DEPARTMENT: DES **DIVISION:** ISD

CONTACT: Doug Fischer **TELEPHONE #:** 248-3670
BLDG/ROOM #: 327/ISD

PERSON(S) MAKING PRESENTATION: Doug Fischer

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

Meeting Date: JUN 30 1994

Agenda No.: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: 6/30/94
Amount of Time Needed: 2 minutes

DEPARTMENT: Nondepartmental

DIVISION: County Chair's Office

CONTACT: Bill Farver

TELEPHONE: X-3958

BLDG/ROOM: 106/1410

PERSON(S) MAKING PRESENTATION: Bill Farver

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of an Intergovernmental Agreement between Multnomah County, the Multnomah County Sheriff's Office, and the City of Portland Regarding the Transfer of Sheriff's Deputies to the City of Portland Police Bureau

7/1/94 originals to Bill Farver
7/5/94 copy to Jean Delac

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Barry Stein
OR
DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
1994 JUN 23 PM 1:48
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

INTERGOVERNMENTAL AGREEMENT

The Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County (County) and the City of Portland (City) enter into this Agreement pursuant to the authority found in Chapter 190 of the Oregon Revised Statutes and ORS 206.345 for the purpose of providing police services by the City of Portland. As used in this Agreement, MCSO, County, and City will be referred to collectively as the "parties."

PARTIES TO THE AGREEMENT

The City of Portland is a municipal corporation organized and existing under the laws and constitution of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010 et seq.

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

Multnomah County Sheriff's Office is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to ORS 206.345.

RECITALS

WHEREAS, the City of Portland has an Urban Services Policy (Resolution No. 33327, adopted February 23, 1983) which calls for the establishment of an Urban Services boundary in Multnomah County; and

WHEREAS, Multnomah County adopted Resolution A on March 15, 1983, stating "THEREFORE BE IT RESOLVED, that County services

generally described as municipal services . . . shall be proportionately reduced starting FY 1983-84 through FY 1986-87 to establish a minimal and essentially rural level of municipal services throughout Multnomah County;" and

WHEREAS, Portland initiated an urban service program by 1984 in order to annex urban, unincorporated territory within Multnomah County; and

WHEREAS, Portland established an Urban Services Boundary (USB) within Multnomah County on December 24, 1986, amending the City's Comprehensive Plan by adopting Ordinance Numbers 159285 and 159286; and

WHEREAS, Portland will have substantially completed annexation in the mid-County area when three annexations with a combined estimated population of 22,500 become effective on June 29 and 30, 1994; and

WHEREAS, the patrol territory of the Multnomah County Sheriff has been proportionately reduced due to the aforementioned annexations; and

WHEREAS, the parties agree it is necessary for the effective and efficient provision of law enforcement services in the affected areas for MCSO to transfer to the City certain law enforcement personnel; and

WHEREAS, the City of Portland supports the transfer of 23 experienced Sheriff's Office employees (20 deputies and 3 sergeants) as a means of placing trained personnel on duty in a

very short time period relative to the alternative recruitment, selection, and training process; and

WHEREAS, many of the Sheriff's employees have expressed a desire to be transferred so that they may continue the policing duties for which they were trained and which will be reduced because of the reduced service territory.

NOW, THEREFORE, the City and the County agree as follows:

1. Purpose. This Agreement provides for the terms and conditions of transfer of sworn members of the Multnomah County Sheriff's Office to the City and for the City to assume responsibility for providing law enforcement services in those areas of unincorporated Multnomah County specified in Appendix B.

2. Bargaining. The City and the County have bargained with each other and with their respective affected unions regarding the transfer of the current County employees to the City and their employment conditions and benefits. The agreement reached through that bargaining is attached as Appendix A of this Agreement.

3. Transfers - Budgeted Positions. Only employees whose positions have been eliminated as a result of annexation, consolidation or agreement shall be transferred, and no personnel shall be transferred until their budget positions have been eliminated by the County.

4. Time of Transfer. Effective July 1, 1994, the County will transfer 23 sworn members of the Multnomah County Sheriff's Office to the City.

5. Law Enforcement Services to Unincorporated Areas.

Effective July 1, 1994, the City will provide law enforcement services to those islands of unincorporated Multnomah County identified in Appendix B which is incorporated herein by this reference.

6. Indemnification.

The City will defend and hold the County and Multnomah County Sheriff's Office harmless from any and all claims arising out of the actions or failure to act of any employee, agent or officer of the City in the provision of police services to those areas identified in Appendix B, arising on or after July 1, 1994.

7. Modification, Termination

This Agreement shall continue indefinitely unless terminated by either party. Such termination shall become effective sixty (60) days after written notification, which notification shall be made by the terminating party to the other party and to the Portland Police Association and Multnomah County Deputy Sheriff's Association. This Agreement may be modified only in writing with thirty (30) days' notice to the Portland Police Association and the Multnomah County Deputy Sheriff's Association before the effective date of any modification.

DATED this ____ day of _____, 1994.

CITY OF PORTLAND

MULTNOMAH COUNTY

Vera Katz
Mayor

Beverly Stein
Multnomah County Chair

Charles A. Moose, Ph.D.
Chief of Police

Bob Skipper
Multnomah County Sheriff

APPROVED AS TO FORM:

REVIEWED:

City Attorney

Multnomah County Counsel

pers\iga\2county

APPENDIX A: PERSONNEL

1. Transfer of Employees.

Effective July 1, 1994, the County will transfer 23 sworn members of the Multnomah County Sheriff's Office to the City without further civil service examination provided they hold BPSST certification as police officers on that date. The employees are listed in Paragraph 7 below.

2. Positions for County Employees.

Pursuant to ORS 236.630, each County employee transferred to the City shall be placed in a position found by the City Director of Personnel to be comparable to the position the employee enjoyed under County employment.

The Personnel Director has found that the County position of "Deputy" within MCSO is comparable to the City position of Police "Officer." The Personnel Director has found that the County position of "Sergeant" within MCSO is comparable to the City position of Police "Sergeant." The parties agree that County employees Gratton, Taylor and Van Hooser will be transferred to sergeant positions. The remaining transferred employees will be transferred to officer positions.

The transferred County employees will be subject to the same regulations, direct and indirect monetary compensation and collective bargaining agreement provisions as other City employees.

3. Claims.

Neither the County nor Multnomah County Deputy Sheriff's Association have any present knowledge of any actual or potential causes of action by or on behalf of any County employee or employees (including those referred to in Paragraph 1 above):

(1) arising on or before July 1, 1994; or,

(2) arising out of any act or omission prior to and including the execution of this Agreement.

In the event any such claim is made against the City, the County will share the cost of the City's defense and liability for such claims.

4. Records.

The County shall furnish all employment records including internal investigation, discipline and workers' compensation

files of each transferred employee to the City at the time of transfer.

5. Transfer of Employees.

Nothing in this Agreement shall be construed to restrict the City's right to transfer any City employee following the effective date of this Agreement, including those employees formerly employed by County, at the City's discretion.

6. Seniority for Demotion or Layoff.

The seniority of transferring County employees in their new positions with the City for purposes of demotion or layoff shall be determined according to the following formula, which is based on the relative sizes of the agencies by class:

6a. Deputies.

Each County Deputy's numerical rank from the bottom of the County Deputies' list on June 30, 1994 shall be multiplied by a factor of 6.41 to determine such Deputy's numerical rank from the bottom of the City Officer's Seniority List in the event of a transfer.

Thus, the Deputy at the bottom of the County Seniority List would, if transferred, be placed between the sixth and seventh positions from the bottom of the City seniority list (1 times 6.41 equals 6.41). The fourth Deputy from the bottom of the County Seniority List would be placed between the 25th and 26th spots from the bottom of the City Seniority List (4 times 6.41 equals 25.64).

However, no non-probationary transferred County employee shall be laid off unless all probationary City officers have previously been laid off.

6b. Sergeants.

Each County Sergeant's numerical rank from the bottom of the County Sergeants' Seniority List on June 30, 1994 shall be multiplied by a factor of 4.56 to determine such Sergeant's numerical rank from the bottom of the City Sergeants' Seniority List in the event of a transfer. Thus, the fifth Sergeant from the bottom of the County Seniority List would be placed, if transferred, between the 22nd and 23rd positions from the bottom of the City Sergeants' Seniority List (5 times 4.56 equals 22.8).

} +

7. Seniority for Purposes Other Than Demotion or Layoff.

a. The employees shall have the following seniority dates for selection of shifts, days off, vacations, and holidays under the applicable collective bargaining agreement:

Gratton	7/23/73
Taylor	3/15/73
Van Hooser	7/12/71
Bishop	7/29/89
Christensen	4/19/71
Donohue	2/22/72
Geiger	4/25/89
Glass	7/10/89
Gustafson	8/27/80
Harper	4/18/88
Malanaphy	3/23/87
McCormick	8/4/86
McDonnell	1/15/73
Mockler	4/25/89
Nado	9/4/73
Pronesti	1/19/73
Reese	8/7/89
Romanaggi	7/1/74
C. Smith	1/31/72
R. Smith	10/30/72
Stafford	4/24/89
Thompson	7/21/86
Zapp	7/1/74

b. The employees shall have the following seniority dates for purposes of vacation accrual:

Gratton	03/13/67
Taylor	04/05/70
Van Hooser	08/23/65
Bishop	10/21/85
Christensen	04/19/71
Donohue	02/22/72
Geiger	04/25/89
Glass	07/10/89
Gustafson	08/27/80
Harper	10/06/86
Malanaphy	08/11/86
McCormick	08/19/85
McDonnell	01/15/73
Mockler	04/25/89
Nado	09/04/73
Pronesti	01/19/73
Reese	08/07/89
Romanaggi	04/24/72
C. Smith	01/31/72

R. Smith	10/30/72
Stafford	06/18/76
Thompson	07/21/86
Zapp	09/24/73

The County has reviewed these dates with each employee and their union and represents to the City that the dates are accurate and satisfactory to the union and each transferring employee.

For these purposes, if a City employee and transferred County employee have the same date of hire, seniority shall be determined by each employee's score on the Civil Service examination. If these scores are the same, the transferred County employee shall be placed below the City employee in seniority.

8. Proportionately Merged Seniority Roster.

There shall be compiled a seniority roster as of July 1, 1994 which shows the implementation of the formula described in Section 6. The seniority positions shown in this Proportionately Merged Seniority Roster for Demotion and Layoff purposes shall be fixed as of July 1, 1994 and shall not be changed unless this Agreement is modified as provided herein.

9. Retirement Plan Election.

Within thirty (30) days after the effective date of transfer, each employee shall elect in writing to continue with his/her existing retirement system, or, if qualified, transfer to the system used by the City.

If an employee elects to transfer to the system used by the City and to retain her or his PERS account, credit for years of service will be for periods of service as an active member of the City system after the written election.

If the FPD&R Board allows an employee to elect to terminate her or his PERS membership and to purchase rights in the system used by the City, pursuant to the terms of City Charter Section 5-305(f), and, any employee makes such an election, the City, County, Multnomah County Deputy Sheriff's Association, and Portland Police Association will use their best efforts, with the Public Employee Retirement Board, the Legislature, or otherwise, to insure that all Multnomah County PERS employer contributions to that employee's PERS account, or an actuarial equivalent value, are credited to the City's PERS employer account.

10. Overtime and Compensatory Leave Payoff.

The County shall pay to each employee all overtime and compensatory time accrued but unpaid or unused up to the date of transfer.

11. Leave Payoff.

The County shall offer to each transferred employee the option of being paid in full by it for all or any part of the vacation time accumulated and unused up to the date of transfer.

12. Leave Transfer.

a. Vacation.

For any vacation time not paid to a transferring employee, the County shall pay to the City within thirty (30) days of transfer, a sum equal to all such accumulated transferred time for each such employee multiplied by the hourly rate, including applicable payroll costs, each employee is to be paid by the City. The employees shall then be entitled to carry over to the City all such vacation time, up to the maximum that a present employee of comparable job classification and seniority of the City could accumulate.

Transferring employees may carry over to the City a maximum of two (2) years' accumulation of vacation leave based on the following annual accrual rates:

<u>Years of Service</u>	<u>Annual Accrual Rate</u>
0 to 4 years	80 hours
5 to 9 years	120 hours
10 to 14 years	140 hours
15 to 19 years	160 hours
20 to 24 years	180 hours
25 years and over	200 hours

b. Sick Leave Transfer.

Transferring employees shall be entitled to carry over all sick leave accumulated up to the date of transfer.

The County shall pay to the City, for each transferring employee, a sum equal to a percentage of all such accumulated sick leave multiplied by the hourly rate, including applicable payroll costs, each employee is to be paid by the City. The percentage shall be determined by an actuarial study conducted by Milleman and Roberts, Actuarial firm, within thirty (30) days of this Agreement. Such study shall be paid for equally by the City

and County. Payment shall be made within thirty (30) days of the completion of the actuarial study.

c. Hourly Rates and Applicable Payroll Costs

For purposes of this article, the hourly rates are:

<u>JOB TITLE</u>	<u>Entry Rate</u>	<u>After 6 Mo.</u>	<u>After 1 Yr.</u>	<u>After 2 Yr.</u>	<u>After 3 Yr.</u>	<u>After 4 Yr.</u>	<u>After 5 Yr.</u>
Police Officer	13.28	16.22	17.23	18.26	19.41	20.50	21.79
Police Sergeant	22.19		22.83	23.52	24.28	25.04	
Police Detective	22.19		22.83	23.52	24.28	25.04	
Criminalist	22.19		22.83	23.52	24.28	25.04	

The applicable payroll costs are:

.020676 for employees electing the City retirement system

.251376 for employees electing to remain in the Public Employees Retirement System

13. Health and Life Insurance.

The City will make appropriate health and life insurance benefits available to each transferring employee on the same basis as it provides such benefits to employees in the comparable job classification.

14. Bumping Rights After Transfer.

If, after an employee is transferred to the City, the City finds it necessary, through reduction in force, to demote that employee, such transferred employee's seniority for demotion and layoff purposes in his or her demoted class shall be recomputed according to the formula in Section 6, as though such employee had been transferred in his or her demoted class.

15. Implementation.

The parties understand that this Agreement is complex and that unforeseen problems may arise in its implementation. In the event of such unforeseen difficulties of implementation, the parties agree to negotiate in good faith with each other.

16. Modification, Termination.

This Agreement shall continue indefinitely unless terminated by either the City or the County. Such termination shall become effective sixty (60) days after written notification, which notification shall be made by the terminating party to the other party and to the Portland Police Association and Multnomah County Deputy Sheriff's Association. This Agreement may be modified only in writing, with thirty (30) days' notice to the Portland Police Association and the Multnomah County Deputy Sheriff's Association before the effective date of any modification.

17. Preselected Vacation Times

The Portland Police Bureau shall attempt to accommodate, to the extent possible, a transferring employee's preselected vacation times. However, no current City employee will be bumped from their preselected vacation time in order to accommodate a transferring employee. Further, because of training needs, the Portland Police Bureau will not accommodate any transferring employee's preselected vacation time in the month of July, 1994.

18. Construction.

This Agreement has been negotiated by the parties. The parties do not intend that any part of it be construed against any party on the ground that a particular provision may have been drafted by any party.

19. The parties hereto mutually agree that all provisions of ORS 243.650, et seq, commonly referred to as the Public Employee Collective Bargaining Act, have been fully complied with by all parties relative to the July 1, 1994 transfer of law enforcement services and personnel, and the effects thereof, from the Multnomah County Sheriff's Office to the Portland Police Department.

PORTLAND POLICE ASSOCIATION

BY: _____

BY: _____

**MULTNOMAH COUNTY DEPUTY
SHERIFF'S ASSOCIATION**

BY: _____

BY: _____

BY: _____

APPROVED AS TO FORM:

City Attorney

REVIEWED:

County Counsel

Jim Coon
Attorney for Portland Police
Association

Date: _____

pers\iga\2appa

CITY OF PORTLAND

BY: _____

Vera Katz
Mayor

BY: _____

Barbara Clark
City Auditor

BY: _____

R. Kirk Berger
Personnel Director

MULTNOMAH COUNTY

BY: _____

Bob Skipper
Multnomah County Sheriff

BY: _____

Bev Stein
Chair

UNANNEXED ISLANDS EAST OF WILLAMETTE INSIDE THE UGB

AREA 1: 12350 SE Powell Blvd. - This property is the administration of the Powell Valley Road Water District and was left out of the annexation for legal reasons relating to the water district.

AREA 2: The unannexed properties north of Burnside and generally along the 162nd Ave. border with Gresham.

There are four attachments that relate to this; Attachment B-1: a list of the addresses; Attachment B-2: three plat maps showing the properties.

AREA 3: Three small areas on the Clackamas County border west of 82nd Avenue.

There are two attachments that relate to this: Attachment B-3: a list of the addresses; Attachment B-4: a map.

AREA 4: Lincoln Memorial Park Cemetery, adjacent to Willamette National Cemetery - Attachment B-5 is a map.

LIST OF UNINCORPORATED ADDRESSES ALONG GRESHAM BOUNDARY

NE 159th Ave.:

[The following three houses/addresses are separated by other houses facing 159th:

1818 NE 159th Ave.
1720 NE 159th Ave.
1640 NE 159th Ave.

NE 162nd Ave.

1823 NE 162nd Ave.
1801 NE 162nd Ave. (Executive Apts. - 86 units)
1701-1757 NE 162nd Ave. (31 units/some offices)
1645 NE 162nd Ave. (Halsey Station Apts.) Also on Gresham side.

1351-1385 NE 162nd Ave. (Fircrest Condominiums)
1325 NE 162nd Ave.
1301 NE 162nd Ave.
1269 NE 162nd Ave. (Flag lot behind 1301)

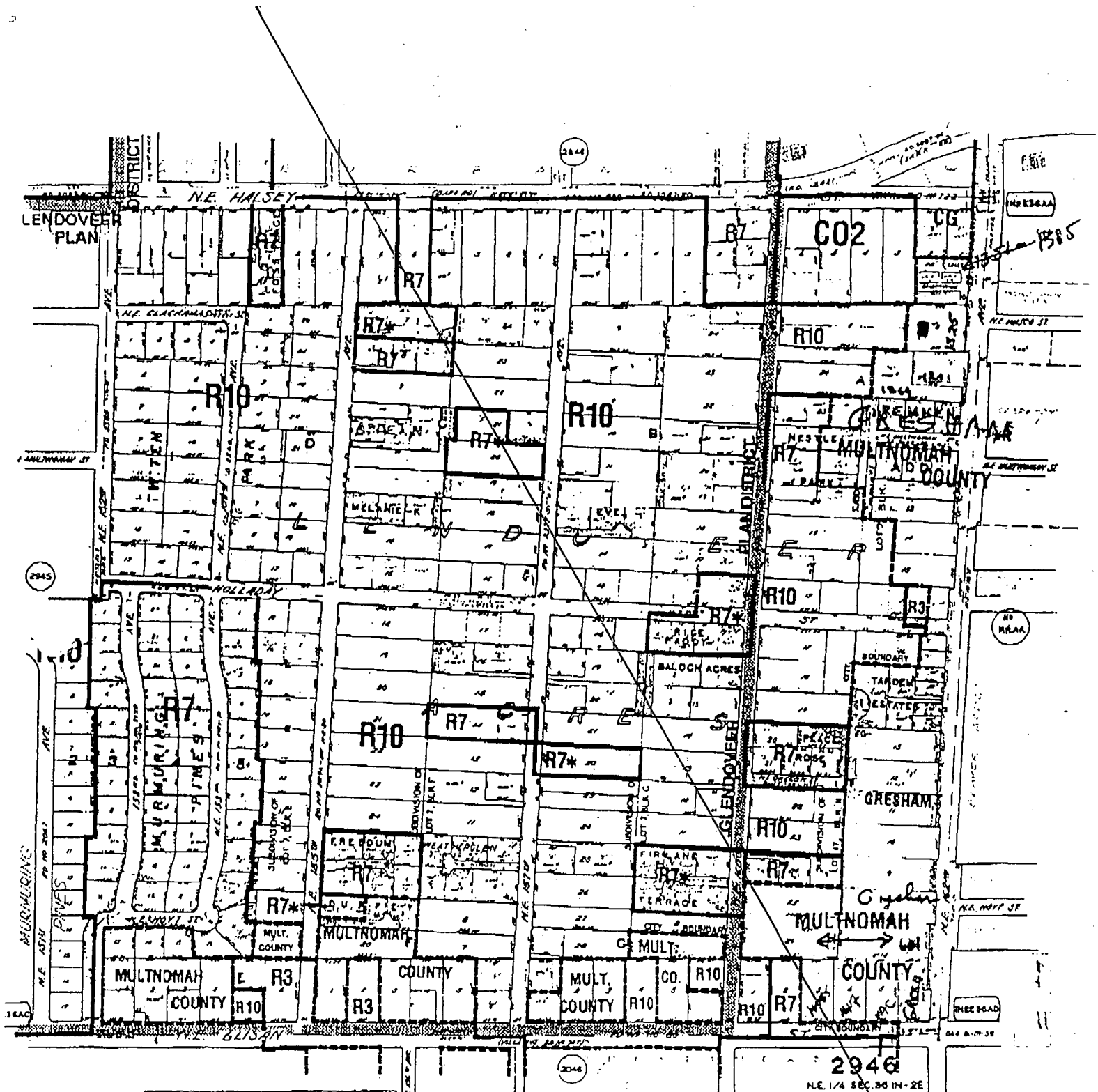
601 NE 162nd Ave. (Glendoveer Estates Apts. - 78 units)

NE Glisan St.

16055 NE Glisan St.
16117 NE Glisan St. (Vacant lot)
16139/16141 NE Glisan St. (Vacant lot)

E. Burnside St.

16047 E. Burnside (TreeCrest Apts.)

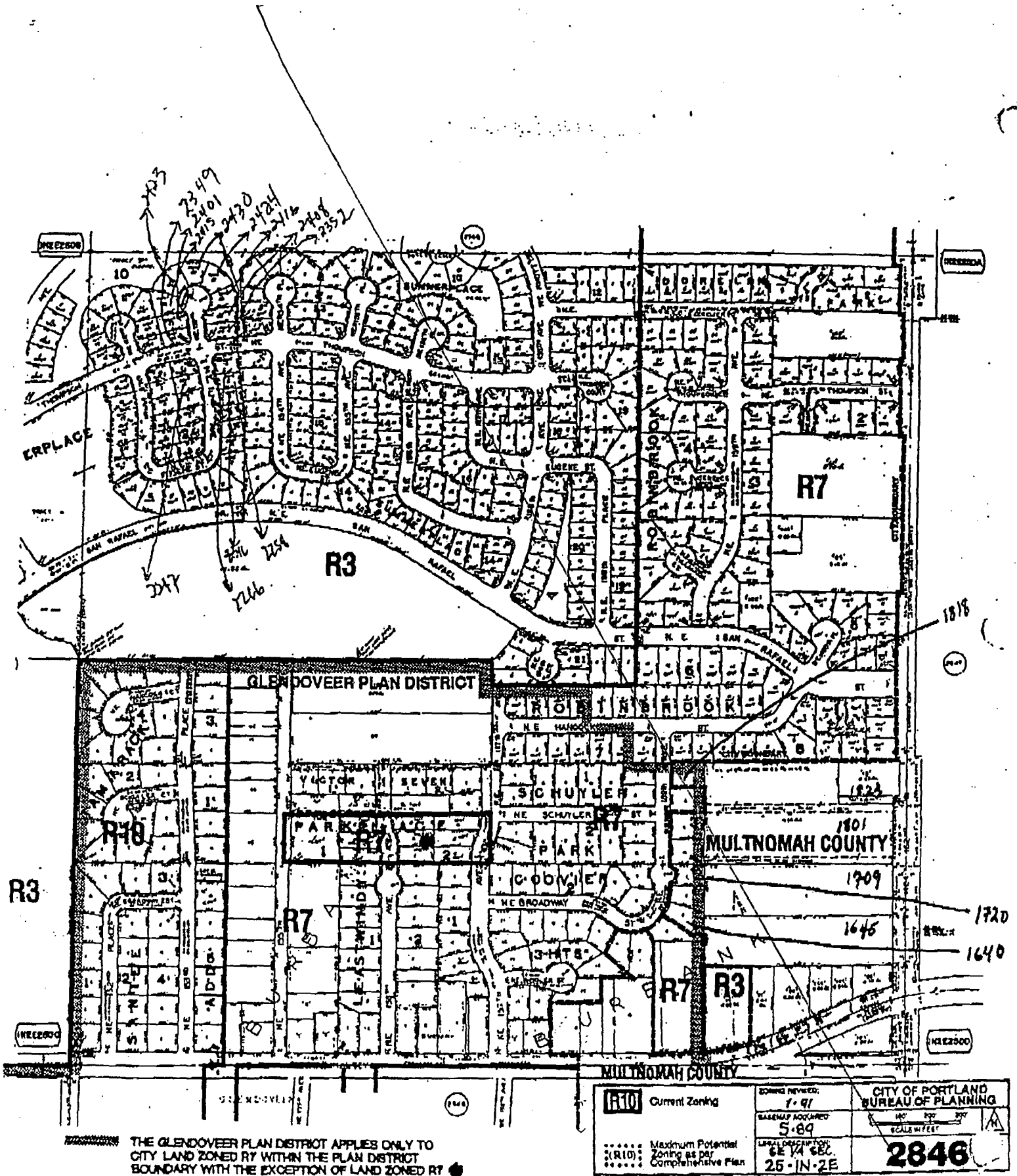


The Glendover Plan District applies only to city land zoned R7 within the Plan District Boundary with the exception of land zoned R7*.

NOTE: Zoning designations are subject to change; verify zoning prior to development or sales.

R10 Current Zoning	ZONING REVISED: 12-91	CITY OF PORTLAND BUREAU OF PLANNING
..... Maximum Potential Zoning as per Comprehensive Plan	BASIS MAPS: 10-89	LEGAL DESCRIPTION: NE 1/4 SEC. 36 IN. 2E
		2946

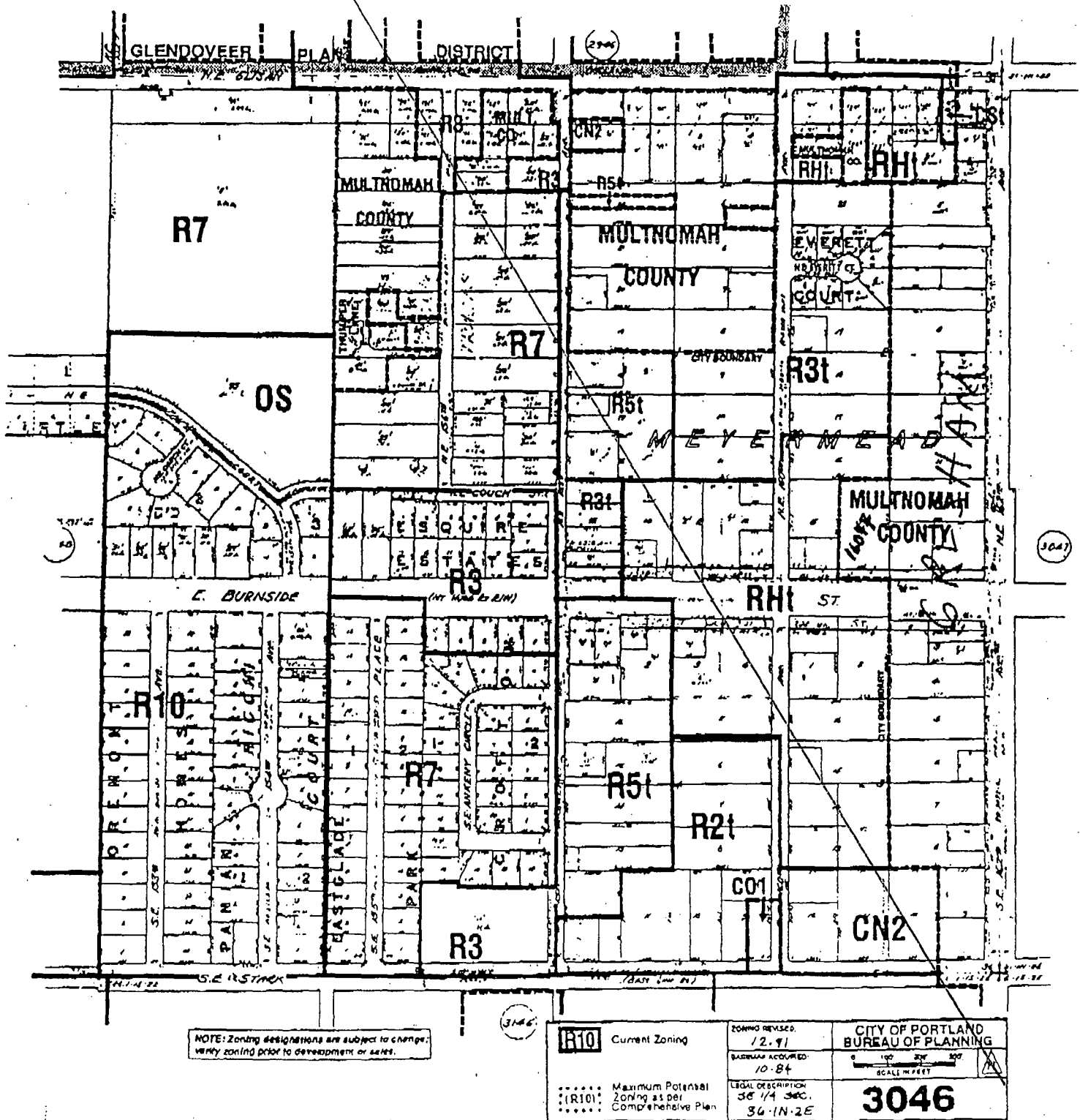
Area map (1)



2227-AV
2258-AV

2227-290

B-2(i)



MAP NUMBER	SITUS ADDRESS STREET	LEV COD	ACCT-NO-YR
3838 8455	SE 77TH AV	181	R619100120
3838 7606	SE HARNEY ST	181	R619100010
3838 8437	SE 37TH AV	181	R619100090
3838 7646	SE HARNEY ST	181	R619100070
3838 7640	SE HARNEY ST	181	R619100050
3838 7626	SE HARNEY ST	181	R619100030
3838 7316	SE SHERRETT ST	181	R516501590
3838 7316	SE SHERRETT ST	181	R516501550
3838 7320	SE SHERRETT ST	181	R516501510
3838 7301	SE CLATSOP ST	181	R516501290
3838 7235	SE CLATSOP ST	181	R516501270
3838 7315	SE CLATSOP ST	181	R516501250
3838 7504	SE HARNEY ST	181	R351600520
3838 7522	SE HARNEY ST	181	R351600500
3838 8454	SE 75TH PL	181	R351600120
3838 7536	SE HARNEY ST	181	R351600010

MAP NUMBER	SITUS ADDRESS STREET	LEV COD	ACCT-NO-YR
3838 8502	SE HARNEY ST	181	R351600460
3838		181	R351600460
3838 8420	SE 75TH PL	181	R351600440
3838 8424	SE 75TH PL	181	R351600400
3838 8500	SE 75TH PL	181	R351600360
3838 8540	SE 75TH PL	181	R351600320
3838 8542	SE 75TH PL	181	R351600250
3838		181	R351600240
3838 8530	SE 75TH PL	181	R351600220
3838		181	R351600200
3838 8504	SE 75TH PL	181	R351600180
3838 8462	SE 76TH PL	181	R351600140
3838 8440	SE 75TH PL	181	R351600080
3838 8527	SE 82ND AV	181	R992201220
3838 8555	SE 82ND AV	181	R992201280
3838 8449	SE 82ND AV	181	R992201240



**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500035

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-4</u> DATE <u>6/30/94</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	--

Department Nondepartmental Division Chair's Office Date 6/20/94Contract Originator Bill Farver Phone 248-3958 Bldg/Room 106/1410Administrative Contact Delma Farrell Phone 248-3953 Bldg/Room 106/1410Description of Contract Agreement between Multnomah County, the Multnomah County Sheriff's Office and the City of Portland Regarding Transfer of Sheriff's Deputies to the City of Portland Police Bureau

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Portland Police BureauMailing Address 111 SW 2nd AvenuePortland, Oregon 97204Phone (503) 823-4724

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 Beverly SteinPurchasing 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 6/30/94

Date _____

Date June 29, 1994Date June 30, 1994

Date _____

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

The Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County (County) and the City of Portland (City) enter into this Agreement pursuant to the authority found in Chapter 190 of the Oregon Revised Statutes and ORS 206.345 for the purpose of providing police services by the City of Portland. As used in this Agreement, MCSO, County, and City will be referred to collectively as the "parties."

PARTIES TO THE AGREEMENT

The City of Portland is a municipal corporation organized and existing under the laws and constitution of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010 et seq.

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

Multnomah County Sheriff's Office is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to ORS 206.345.

RECITALS

WHEREAS, the City of Portland has an Urban Services Policy (Resolution No. 33327, adopted February 23, 1983) which calls for the establishment of an Urban Services boundary in Multnomah County; and

WHEREAS, Multnomah County adopted Resolution A on March 15, 1983, stating "THEREFORE BE IT RESOLVED, that County services

generally described as municipal services . . . shall be proportionately reduced starting FY 1983-84 through FY 1986-87 to establish a minimal and essentially rural level of municipal services throughout Multnomah County;" and

WHEREAS, Portland initiated an urban service program by 1984 in order to annex urban, unincorporated territory within Multnomah County; and

WHEREAS, Portland established an Urban Services Boundary (USB) within Multnomah County on December 24, 1986, amending the City's Comprehensive Plan by adopting Ordinance Numbers 159285 and 159286; and

WHEREAS, Portland will have substantially completed annexation in the mid-County area when three annexations with a combined estimated population of 22,500 become effective on June 29 and 30, 1994; and

WHEREAS, the patrol territory of the Multnomah County Sheriff has been proportionately reduced due to the aforementioned annexations; and

WHEREAS, the parties agree it is necessary for the effective and efficient provision of law enforcement services in the affected areas for MCSO to transfer to the City certain law enforcement personnel; and

WHEREAS, the City of Portland supports the transfer of 23 experienced Sheriff's Office employees (20 deputies and 3 sergeants) as a means of placing trained personnel on duty in a

very short time period relative to the alternative recruitment, selection, and training process; and

WHEREAS, many of the Sheriff's employees have expressed a desire to be transferred so that they may continue the policing duties for which they were trained and which will be reduced because of the reduced service territory.

NOW, THEREFORE, the City and the County agree as follows:

1. Purpose. This Agreement provides for the terms and conditions of transfer of sworn members of the Multnomah County Sheriff's Office to the City and for the City to assume responsibility for providing law enforcement services in those areas of unincorporated Multnomah County specified in Appendix B.

2. Bargaining. The City and the County have bargained with each other and with their respective affected unions regarding the transfer of the current County employees to the City and their employment conditions and benefits. The agreement reached through that bargaining is attached as Appendix A of this Agreement.

3. Transfers - Budgeted Positions. Only employees whose positions have been eliminated as a result of annexation, consolidation or agreement shall be transferred, and no personnel shall be transferred until their budget positions have been eliminated by the County.

4. Time of Transfer. Effective July 1, 1994, the County will transfer 23 sworn members of the Multnomah County Sheriff's Office to the City.

5. Law Enforcement Services to Unincorporated Areas.

Effective July 1, 1994, the City will provide law enforcement services to those islands of unincorporated Multnomah County identified in Appendix B which is incorporated herein by this reference.

6. Indemnification.

The City will defend and hold the County and Multnomah County Sheriff's Office harmless from any and all claims arising out of the actions or failure to act of any employee, agent or officer of the City in the provision of police services to those areas identified in Appendix B, arising on or after July 1, 1994.

7. Modification, Termination

This Agreement shall continue indefinitely unless terminated by either party. Such termination shall become effective sixty (60) days after written notification, which notification shall be made by the terminating party to the other party and to the Portland Police Association and Multnomah County Deputy Sheriff's Association. This Agreement may be modified only in writing with thirty (30) days' notice to the Portland Police Association and the Multnomah County Deputy Sheriff's Association before the effective date of any modification.

DATED this ____ day of _____, 1994.

CITY OF PORTLAND

Vera Katz
Mayor

Charles A. Moose, Ph.D.
Chief of Police

MULTNOMAH COUNTY

Tanya Collier
Multnomah County Vice-Chair

Bob Skipper
Multnomah County Sheriff

APPROVED AS TO FORM:

City Attorney

pers\iga\2county

REVIEWED:

Multnomah County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

APPENDIX A: PERSONNEL

1. Transfer of Employees.

Effective July 1, 1994, the County will transfer 23 sworn members of the Multnomah County Sheriff's Office to the City without further civil service examination provided they hold BPSST certification as police officers on that date. The employees are listed in Paragraph 7 below.

2. Positions for County Employees.

Pursuant to ORS 236.630, each County employee transferred to the City shall be placed in a position found by the City Director of Personnel to be comparable to the position the employee enjoyed under County employment.

The Personnel Director has found that the County position of "Deputy" within MCSO is comparable to the City position of Police "Officer." The Personnel Director has found that the County position of "Sergeant" within MCSO is comparable to the City position of Police "Sergeant." The parties agree that County employees Gratton, Taylor and Van Hooser will be transferred to sergeant positions. The remaining transferred employees will be transferred to officer positions.

The transferred County employees will be subject to the same regulations, direct and indirect monetary compensation and collective bargaining agreement provisions as other City employees.

3. Claims.

a. The County will defend and hold the City harmless from any and all claims by or on behalf of any County employee, including a claim by a dependent, spouse, child, or personal representative of such employee or by a collective bargaining representative, whether transferred to the City or not under this Agreement, if the claim is based on any action that takes place before July 1, 1994.

b. The City will defend and hold the County harmless from any and all claims by or on behalf of any person employed by the City on June 30, 1994, which claims arise out of the transfer of law enforcement personnel pursuant to this Agreement or under ORS 236.610 et. seq., including any claim by a dependent, spouse, child, or personal representative of such employee or by a collective bargaining representative.

c. Except as provided in Section 3a above, in the event a County employee transferred to the City under this Agreement brings a claim against the City or the County, or both, which

claim arises out of the transfer of law enforcement personnel pursuant to this Agreement or under ORS 236.610 et seq., including any claim by a dependent, spouse, child, or personal representative, or by a collective bargaining representative, the parties will share equally in the cost of the defense of the claim, and share equally in the cost of any judgment awarded against either the City or the County or both.

4. Records.

The County shall furnish all employment records including internal investigation, discipline and workers' compensation files of each transferred employee to the City at the time of transfer.

5. Transfer of Employees.

Nothing in this Agreement shall be construed to restrict the City's right to transfer any City employee following the effective date of this Agreement, including those employees formerly employed by County, at the City's discretion.

6. Seniority for Demotion or Layoff.

The seniority of transferring County employees in their new positions with the City for purposes of demotion or layoff shall be determined according to the following formula, which is based on the relative sizes of the agencies by class:

6a. Deputies.

Each County Deputy's numerical rank from the bottom of the County Deputies' list on June 30, 1994 shall be multiplied by a factor of 6.41 to determine such Deputy's numerical rank from the bottom of the City Officer's Seniority List in the event of a transfer.

Thus, the Deputy at the bottom of the County Seniority List would, if transferred, be placed between the sixth and seventh positions from the bottom of the City seniority list (1 times 6.41 equals 6.41). The fourth Deputy from the bottom of the County Seniority List would be placed between the 25th and 26th spots from the bottom of the City Seniority List (4 times 6.41 equals 25.64).

However, no non-probationary transferred County employee shall be laid off unless all probationary City officers have previously been laid off.

6b. Sergeants.

Each County Sergeant's numerical rank from the bottom of the County Sergeants' Seniority List on June 30, 1994 shall be multiplied by a factor of 4.56 to determine such Sergeant's numerical rank from the bottom of the City Sergeants' Seniority List in the event of a transfer. Thus, the third Sergeant from the bottom of the County Seniority List would be placed, if transferred, between the 13th and 14th positions from the bottom of the City Sergeants' Seniority List (3 times 4.56 equals 13.68).

7. Seniority for Purposes Other Than Demotion or Layoff.

a. The employees shall have the following seniority dates for selection of shifts, days off, vacations, and holidays under the applicable collective bargaining agreement:

Gratton	7/23/73
Taylor	3/15/73
Van Hooser	7/12/71
Bishop	7/29/89
Christensen	4/19/71
Donohue	2/22/72
Geiger	4/25/89
Glass	7/10/89
Gustafson	8/27/80
Harper	4/18/88
Malanaphy	3/23/87
McCormick	8/4/86
McDonnell	1/15/73
Mockler	4/25/89
Nado	9/4/73
Pronesti	1/19/73
Reese	8/7/89
Romanaggi	7/1/74
C. Smith	1/31/72
R. Smith	10/30/72
Stafford	4/24/89
Thompson	7/21/86
Zapp	7/1/74

b. The employees shall have the following seniority dates for purposes of vacation accrual:

Gratton	03/13/67
Taylor	04/05/70
Van Hooser	08/23/65
Bishop	10/21/85
Christensen	04/19/71
Donohue	02/22/72
Geiger	04/25/89

Glass	07/10/89
Gustafson	08/27/80
Harper	10/06/86
Malanaphy	08/11/86
McCormick	08/19/85
McDonnell	01/15/73
Mockler	04/25/89
Nado	09/04/73
Pronesti	01/19/73
Reese	08/07/89
Romanaggi	04/24/72
C. Smith	01/31/72
R. Smith	10/30/72
Stafford	06/18/76
Thompson	07/21/86
Zapp	09/24/73

The County has reviewed these dates with each employee and their union and represents to the City that the dates are accurate and satisfactory to the union and each transferring employee.

For these purposes, if a City employee and transferred County employee have the same date of hire, seniority shall be determined by each employee's score on the Civil Service examination. If these scores are the same, the transferred County employee shall be placed below the City employee in seniority.

8. Proportionately Merged Seniority Roster.

There shall be compiled a seniority roster as of July 1, 1994 which shows the implementation of the formula described in Section 6. The seniority positions shown in this Proportionately Merged Seniority Roster for Demotion and Layoff purposes shall be fixed as of July 1, 1994 and shall not be changed unless this Agreement is modified as provided herein.

9. Retirement Plan Election.

Within thirty (30) days after the effective date of transfer, each employee shall elect in writing to continue with his/her existing retirement system, or, if qualified, transfer to the system used by the City.

If an employee elects to transfer to the system used by the City and to retain her or his PERS account, credit for years of service will be for periods of service as an active member of the City system after the written election.

If the FPD&R Board allows an employee to elect to terminate her or his PERS membership and to purchase rights in the system

used by the City, pursuant to the terms of City Charter Section 5-305(f), and, any employee makes such an election, the City, County, Multnomah County Deputy Sheriff's Association, and Portland Police Association will use their best efforts, with the Public Employee Retirement Board, the Legislature, or otherwise, to insure that all Multnomah County PERS employer contributions to that employee's PERS account, or an actuarial equivalent value, are credited to the City's PERS employer account.

10. Overtime and Compensatory Leave Payoff.

The County shall pay to each employee all overtime and compensatory time accrued but unpaid or unused up to the date of transfer.

11. Leave Payoff.

The County shall offer to each transferred employee the option of being paid in full by it for all or any part of the vacation time accumulated and unused up to the date of transfer.

12. Leave Transfer.

a. Vacation.

For any vacation time not paid to a transferring employee, the County shall pay to the City within thirty (30) days of transfer, a sum equal to all such accumulated transferred time for each such employee multiplied by the hourly rate, including applicable payroll costs, each employee is to be paid by the City. The employees shall then be entitled to carry over to the City all such vacation time, up to the maximum that a present employee of comparable job classification and seniority of the City could accumulate.

Transferring employees may carry over to the City a maximum of two (2) years' accumulation of vacation leave based on the following annual accrual rates:

<u>Years of Service</u>	<u>Annual Accrual Rate</u>
0 to 4 years	80 hours
5 to 9 years	120 hours
10 to 14 years	140 hours
15 to 19 years	160 hours
20 to 24 years	180 hours
25 years and over	200 hours

b. Sick Leave Transfer.

Transferring employees shall be entitled to carry over all sick leave accumulated up to the date of transfer.

The County shall pay to the City, for each transferring employee, a sum equal to a percentage of all such accumulated sick leave multiplied by the hourly rate, including applicable payroll costs, each employee is to be paid by the City. The percentage shall be determined by an actuarial study conducted by Milleman and Roberts, Actuarial firm, within thirty (30) days of this Agreement. Such study shall be paid for equally by the City and County. Payment shall be made within thirty (30) days of the completion of the actuarial study.

c. Hourly Rates and Applicable Payroll Costs

For purposes of this article, the hourly rates are:

<u>JOB TITLE</u>	<u>Entry Rate</u>	<u>After 6 Mo.</u>	<u>After 1 Yr.</u>	<u>After 2 Yr.</u>	<u>After 3 Yr.</u>	<u>After 4 Yr.</u>	<u>After 5 Yr.</u>
Police Officer	13.28	16.22	17.23	18.26	19.41	20.50	21.79
Police Sergeant	22.19		22.83	23.52	24.28	25.04	
Police Detective	22.19		22.83	23.52	24.28	25.04	
Criminalist	22.19		22.83	23.52	24.28	25.04	

The applicable payroll costs are:

.020676 for employees electing the City retirement system
(.006176 Tri-Met; .0145 Medicare)

.251376 for employees electing to remain in the Public Employees Retirement System
(.1687 PERS; .0765 FICA/Medicare; .006176 Tri-Met)

13. Health and Life Insurance.

The City will make appropriate health and life insurance benefits available to each transferring employee on the same basis as it provides such benefits to employees in the comparable job classification.

14. Bumping Rights After Transfer.

If, after an employee is transferred to the City, the City finds it necessary, through reduction in force, to demote that employee, such transferred employee's seniority for demotion and layoff purposes in his or her demoted class shall be recomputed according to the formula in Section 6, as though such employee had been transferred in his or her demoted class.

15. Implementation.

The parties understand that this Agreement is complex and that unforeseen problems may arise in its implementation. In the event of such unforeseen difficulties of implementation, the parties agree to negotiate in good faith with each other.

16. Modification, Termination.

This Agreement shall continue indefinitely unless terminated by either the City or the County. Such termination shall become effective sixty (60) days after written notification, which notification shall be made by the terminating party to the other party and to the Portland Police Association and Multnomah County Deputy Sheriff's Association. This Agreement may be modified only in writing, with thirty (30) days' notice to the Portland Police Association and the Multnomah County Deputy Sheriff's Association before the effective date of any modification.

17. Preselected Vacation Times

The Portland Police Bureau shall attempt to accommodate, to the extent possible, a transferring employee's preselected vacation times. However, no current City employee will be bumped from their preselected vacation time in order to accommodate a transferring employee. Further, because of training needs, the Portland Police Bureau will not accommodate any transferring employee's preselected vacation time in the month of July, 1994.

18. Construction.

This Agreement has been negotiated by the parties. The parties do not intend that any part of it be construed against any party on the ground that a particular provision may have been drafted by any party.

19. The parties hereto mutually agree that all provisions of ORS 243.650, et seq, commonly referred to as the Public Employee Collective Bargaining Act, have been fully complied with by all parties relative to the July 1, 1994 transfer of law enforcement services and personnel, and the effects thereof, from the Multnomah County Sheriff's Office to the Portland Police Department.

PORTLAND POLICE ASSOCIATION

BY: _____

BY: _____

MULTNOMAH COUNTY DEPUTY
SHERIFF'S ASSOCIATION

BY: Peter C. Vanghe

BY: James A. McNelly

BY: _____

APPROVED AS TO FORM:

City Attorney

REVIEWED:

Reginald
County Counsel

Jim Coon
Attorney for Portland Police
Association

Date: _____

pers\iga\2appa

CITY OF PORTLAND

BY: _____

Vera Katz
Mayor

BY: _____

Barbara Clark
City Auditor

BY: _____

R. Kirk Berger
Personnel Director

MULTNOMAH COUNTY

BY: Bob Skipper
Bob Skipper
Multnomah County Sheriff

BY: Tanya Collier
Tanya Collier
Multnomah County Vice-Chair

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

UNANNEXED ISLANDS EAST OF WILLAMETTE INSIDE THE UGB

AREA 1: 12350 SE Powell Blvd. - This property is the administration of the Powell Valley Road Water District and was left out of the annexation for legal reasons relating to the water district.

AREA 2: The unannexed properties north of Burnside and generally along the 162nd Ave. border with Gresham.

There are four attachments that relate to this; Attachment B-1: a list of the addresses; Attachment B-2: three plat maps showing the properties.

AREA 3: Three small areas on the Clackamas County border west of 82nd Avenue.

There are two attachments that relate to this: Attachment B-3: a list of the addresses; Attachment B-4: a map.

AREA 4: Lincoln Memorial Park Cemetery, adjacent to Willamette National Cemetery - Attachment B-5 is a map.

LIST OF UNINCORPORATED ADDRESSES ALONG GRESHAM BOUNDARY

NE 159th Ave.:

[The following three houses/addresses are separated by other houses facing 159th:

1818 NE 159th Ave.
1720 NE 159th Ave.
1640 NE 159th Ave.

NE 162nd Ave.

1823 NE 162nd Ave.
1801 NE 162nd Ave. (Executive Apts. - 86 units)
1701-1757 NE 162nd Ave. (31 units/some offices)
1645 NE 162nd Ave. (Halsey Station Apts.) Also on Gresham side.

1351-1385 NE 162nd Ave. (Fircrest Condominiums)
1325 NE 162nd Ave.
1301 NE 162nd Ave.
1269 NE 162nd Ave. (Flag lot behind 1301)

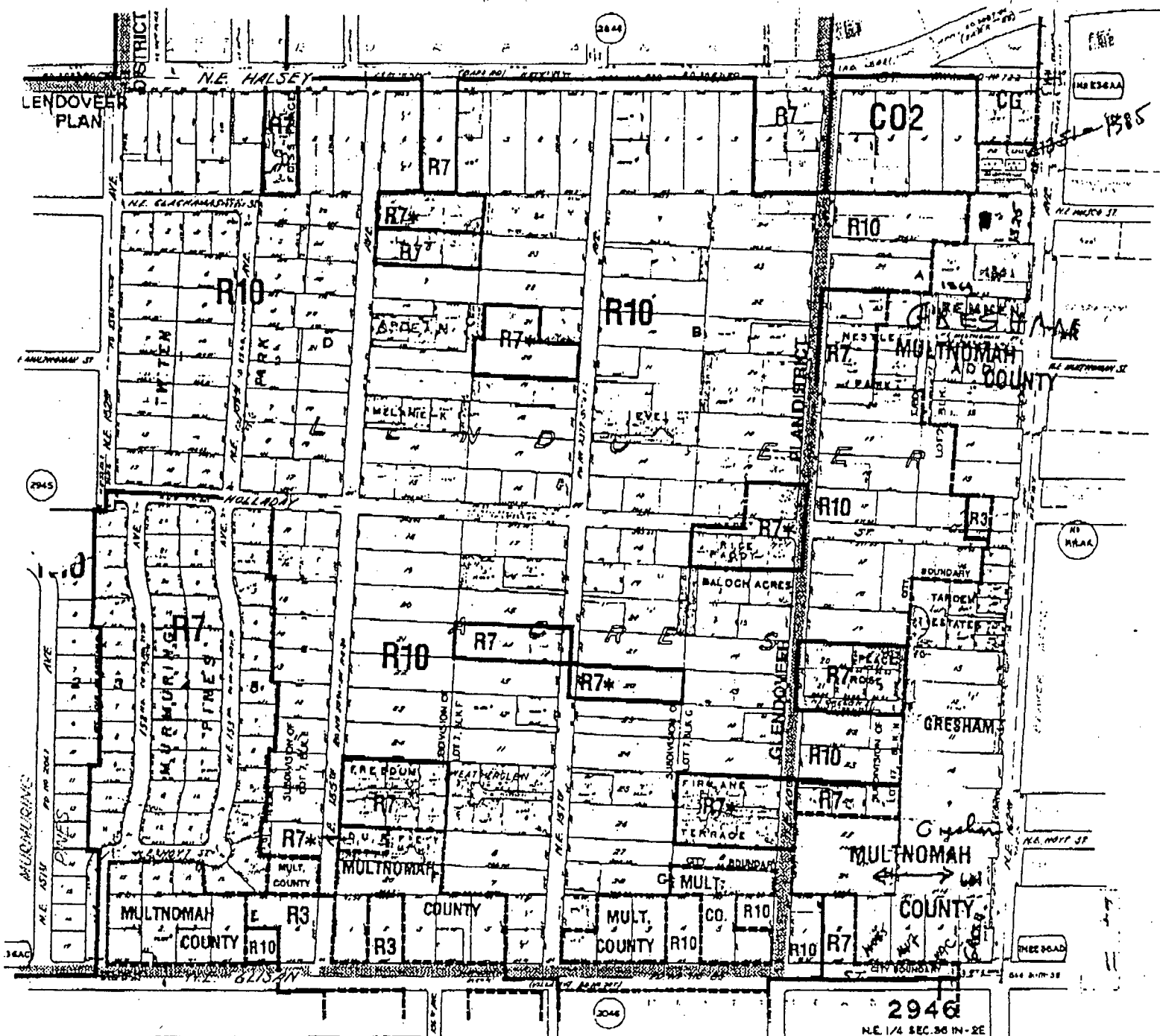
601 NE 162nd Ave. (Glendoveer Estates Apts. - 78 units)

NE Glisan St.

16055 NE Glisan St.
16117 NE Glisan St. (Vacant lot)
16139/16141 NE Glisan St. (Vacant lot)

E. Burnside St.

16047 E. Burnside (TreeCrest Apts.)

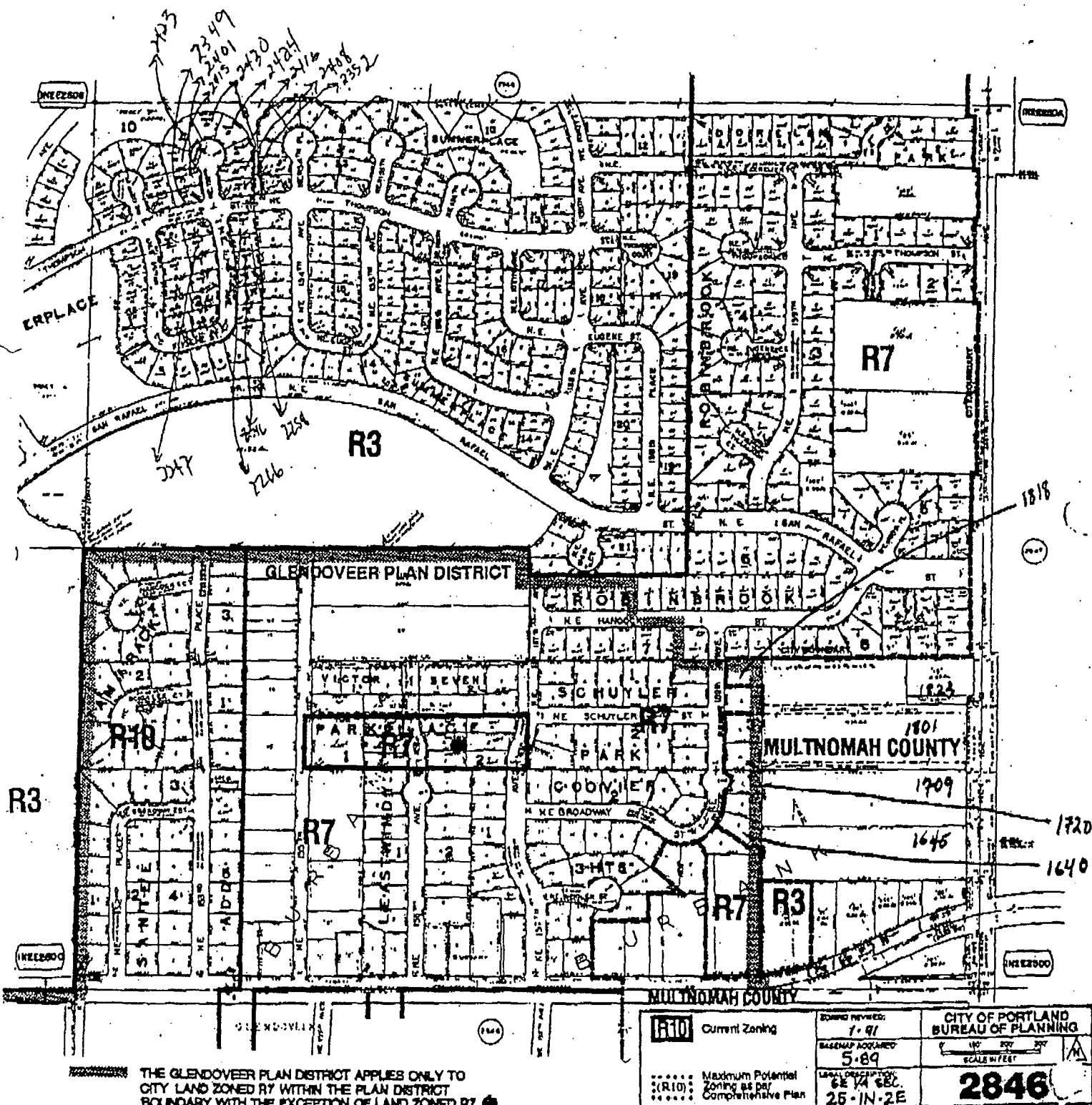


The Glendoveer Plan District applies only to city land zoned R7 within the Plan District Boundary with the exception of land zoned R7*

NOTE: Zoning designations are subject to change; verify zoning prior to development or sale.

R10	Current Zoning	ZONING REVISED: 7-2-91	CITY OF PORTLAND BUREAU OF PLANNING
.....	Maximum Potential Zoning as per Comprehensive Plan	REVISIONS APPROVED: 10-89	
(R10)*		LEGAL DESCRIPTION: NE 1/4 SEC. 36 IN. 2E	
			2946

ATTACHMENT (1)

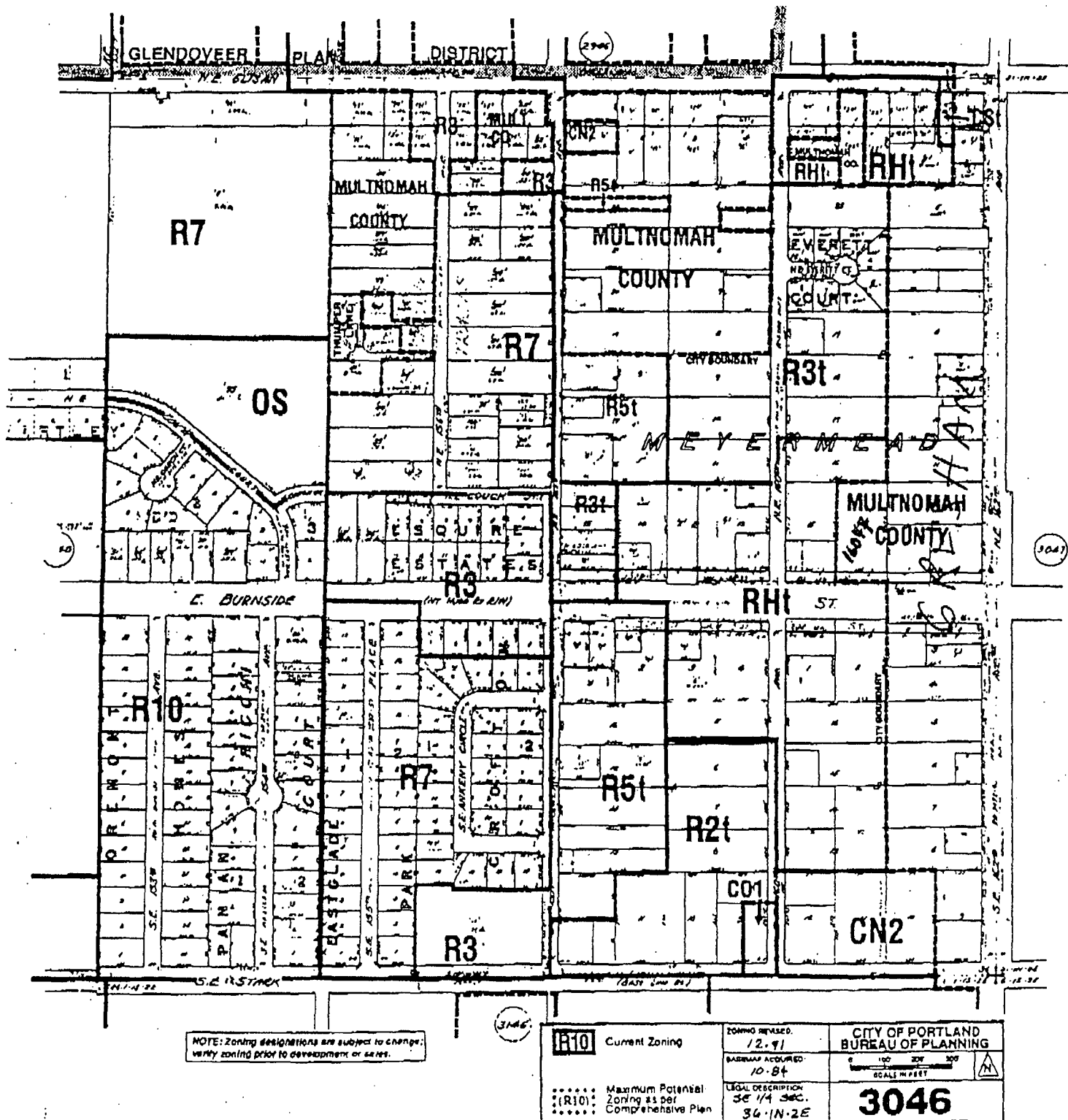


2227-AV

2258-AV

2227-299

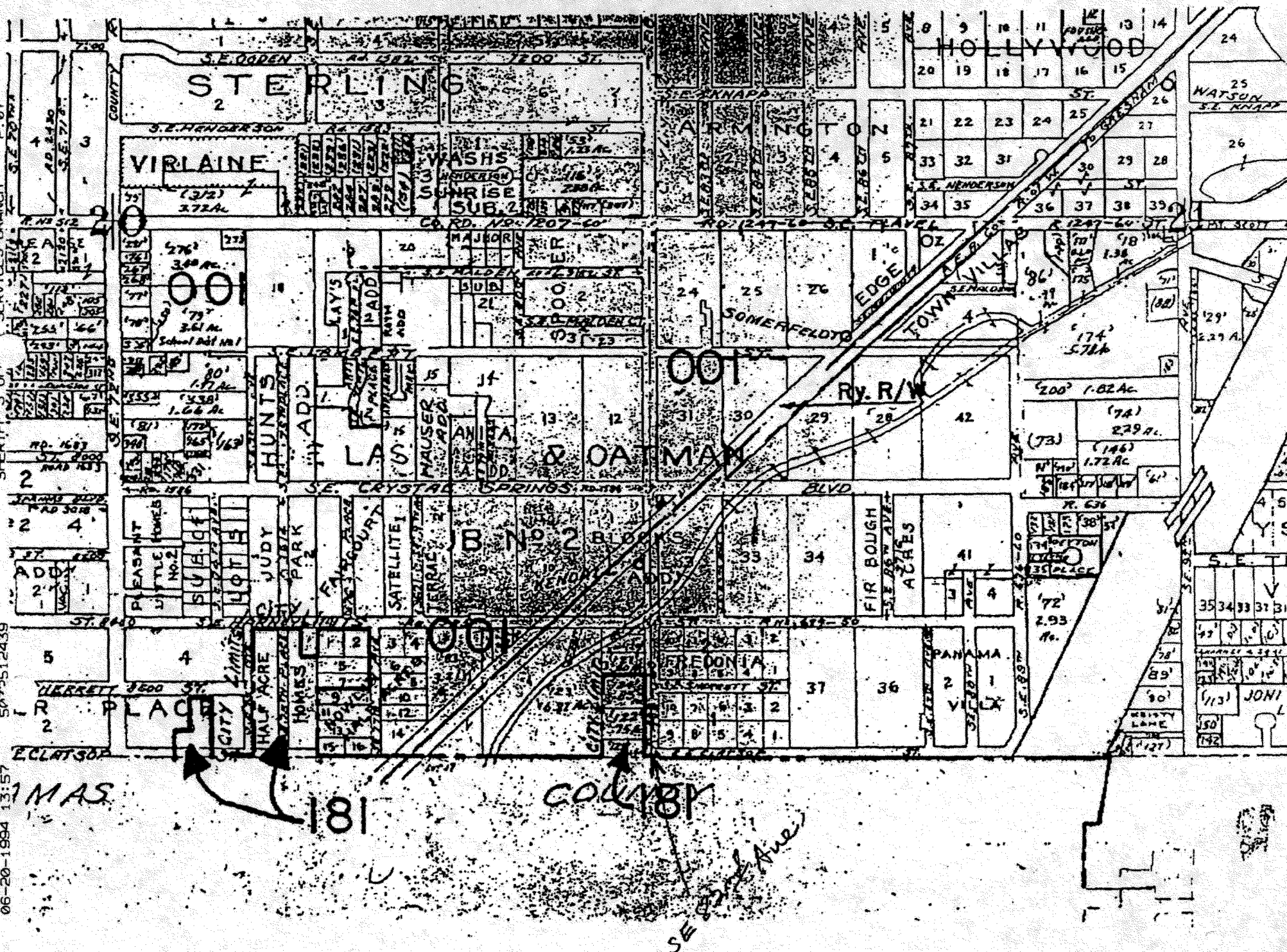
B-2(c)



MAP NUMBER	SITUS ADDRESS STREET	LEV COD	ACCT-NO-YR
3838 7455 SE 72TH AV		181 R619100120	
3838 7606 SE HARNEY ST		181 R619100010	
3838 7637 SE 77TH AV		181 R619100090	
3838 7646 SE HARNEY ST		181 R619100070	
3838 7640 SE HARNEY ST		181 R619100050	
3838 7626 SE HARNEY ST		181 R619100030	
3838 7710 SE SHERRETT ST		181 R516501590	
3838 7316 SE SHERRETT ST		181 R516501550	
3838 7420 SE SHERRETT ST		181 R516501510	
3838 7301 SE CLATSOP ST		181 R516501290	
3838 7205 SE CLATSOP ST		181 R516501270	
3838 7315 SE CLATSOP ST		181 R516501250	
3838 7504 SE HARNEY ST		181 R351600620	
3838 7622 SE HARNEY ST		181 R351600500	
3838 8454 SE 75TH PL		181 R351600120	
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MAP NUMBER	SITUS ADDRESS STREET	LEV COD	ACCT-NO-YR
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3838 8540 SE 75TH PL		181 R351600320	
3838 8542 SE 75TH PL		181 R351600250	
3838		181 R351600240	
3838 8530 SE 75TH PL		181 R351600220	
3838		181 R351600200	
3838 8504 SE 75TH PL		181 R351600180	
3838 8462 SE 76TH PL		181 R351600140	
3838 8440 SE 75TH PL		181 R351600080	
3838 8527 SE 82ND AV		181 R992201220	
3838 8555 SE 82ND AV		181 R992201280	
3838 8449 SE 82ND AV		181 R992201240	

B-4



Agenda No.: UC-1

AGENDA PLACEMENT FORM

6/29/94

BOARD OF COUNTY COMMISSIONERS FOR MULTNOMAH COUNTY, OREGON

In the Matter of Recognizing the Service)
and Contributions of Sheriff's Officers) **P R O C L A M A T I O N**
Transferring to the Portland Police Bureau) **No. 94-124**

WHEREAS, Melissa Bishop, Garry Christensen, Michael Donohue, Michael Geiger, Barbara Glass, Scott Gratton, Kristi Gustafson, Philip Harper, Michael Malanaphy, Robert McCormick, Wayne McDonnell, Lana Mockler, Gregory Nado, Sam Pronesti, Michael Reese, Mark Romanaggi, Cessna Smith, Robert Smith, Gary Stafford, Judy Taylor, Daniel Thompson, Walter Van Hooser and Steven Zapp have served the Citizens of Multnomah County as Multnomah County Sheriff's Officers for a combined total of more than 347 years, and

WHEREAS, these officers will continue to serve Multnomah County residents in their new roles and Portland Police Officers, and

WHEREAS, these officers carry with them the proud transition of one of the finest law enforcement organizations in the nation, and

WHEREAS, these men and women represent the dynamic partnership between Multnomah County and the City of Portland, and

NOW, THEREFORE, IT IS PROCLAIMED that the Multnomah County Board of Commissioners recognizes the service and contributions of these truly wonderful human beings and with great sorrow says good bye to them and with deep appreciation thanks them for their service sand with heartfelt pride congratulates them on the occasion of the assumption of their new duties.

PROCLAIMED this 30th day of June, 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 Service)
and Contributions of Sheriff's Officers) PROCLAMATION
Transferring to the Portland Police) 94-124
Bureau)*

WHEREAS, Melissa Bishop, Garry Christensen, Michael Donohue, Michael Geiger, Barbara Glass, Scott Gratton, Kristi Gustafson, Philip Harper, Michael Malanaphy, Robert McCormick, Wayne McDonnell, Lana Mockler, Gregory Nado, Sam Pronesti, Michael Reese, Mark Romanaggi, Cessna Smith, Robert Smith, Gary Stafford, Judy Taylor, Daniel Thompson, Walter Van Hooser and Steven Zapp have served the citizens of Multnomah County as Multnomah County Sheriff's Officers for a combined total of more than 347 years; and

WHEREAS, these officers will continue to serve Multnomah County residents in their new roles as Portland Police Officers; and

WHEREAS, these officers carry with them the proud transition of one of the finest law enforcement organizations in the nation; and


WHEREAS, these men and women represent the dynamic partnership between Multnomah County and the City of Portland; now therefore


IT IS HEREBY PROCLAIMED that the Multnomah County Board of Commissioners recognizes the service and contributions of these truly wonderful human beings and with great sorrow says good bye to them and with deep appreciation thanks them for their services and with heartfelt pride congratulates them on the occasion of the assumption of their new duties.

DATED this 30th day of June, 1994.

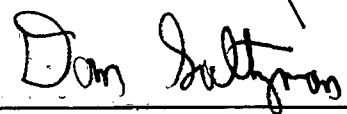
**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

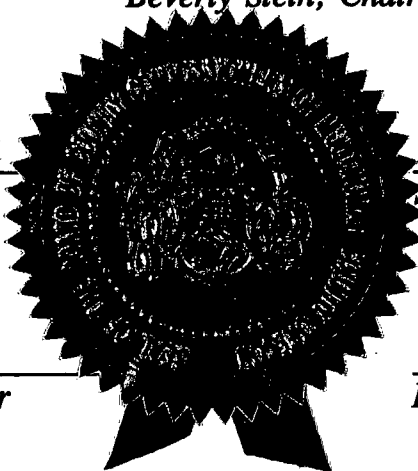
Beverly Stein, Chair


Tanya Collier, Vice-Chair


Sharron Kelley, Commissioner


Gary Hansen, Commissioner


Dan Saltzman, Commissioner



BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Recognizing the Service)
and Contributions of Sheriff's Officers) PROCLAMATION
Transferring to the Portland Police) 94-124
Bureau)

WHEREAS, Melissa Bishop, Garry Christensen, Michael Donohue, Michael Geiger, Barbara Glass, Scott Gratton, Kristi Gustafson, Philip Harper, Michael Malanaphy, Robert McCormick, Wayne McDonnell, Lana Mockler, Gregory Nado, Sam Pronesti, Michael Reese, Mark Romanaggi, Cessna Smith, Robert Smith, Gary Stafford, Judy Taylor, Daniel Thompson, Walter Van Hooser and Steven Zapp have served the citizens of Multnomah County as Multnomah County Sheriff's Officers for a combined total of more than 347 years; and

WHEREAS, these officers will continue to serve Multnomah County residents in their new roles as Portland Police Officers; and

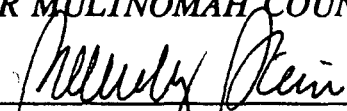
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WHEREAS, these men and women represent the dynamic partnership between Multnomah County and the City of Portland; now therefore

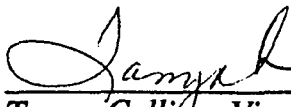
IT IS HEREBY PROCLAIMED that the Multnomah County Board of Commissioners recognizes the service and contributions of these truly wonderful human beings and with great sorrow says good bye to them and with deep appreciation thanks them for their services and with heartfelt pride congratulates them on the occasion of the assumption of their new duties.

DATED this 30th day of June, 1994.

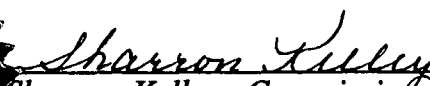
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



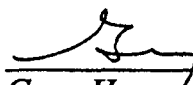
Beverly Stein, Chair



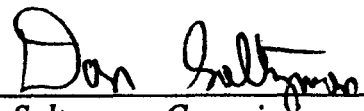
Tanya Collier, Vice-Chair



Sharron Kelley, Commissioner



Gary Hansen, Commissioner



Dan Saltzman, Commissioner

Meeting Date: JUN 30 1994
Agenda No: R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Exempt employee job title and salary range revisions.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 7, 1994

Amount of Time Needed: 10 minutes

DEPARTMENT: Nondepartmental DIVISION: Employee Services

CONTACT: Curtis Smith TELEPHONE #: 248-5015

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Billie Odegaard

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This proposed Ordinance reflects the most recent work of the Personnel Section to keep the exempt employee compensation system, which was installed in 1991, up to date. The Ordinance provides for the following: (1) Create the new classification of EMS Medical Director and set the salary range; (2) Increase the salary ranges for all other classifications that require physician credentials; (3) Award special adjustments, on a phase-in plan, to all employees in these classifications.

2nd Reading 7/7/94

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: Paul

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUN 21 PM 12:18

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Curtis Smith

DATE: June 20, 1994

REQUESTED PLACEMENT DATE: July 7, 1994

RE: Ordinance amending Ordinance No. 792 in order to add, delete, and revise exempt pay ranges.

I. Recommendation/Action Requested: Adoption of Ordinance

II. Background/Analysis: The Board adopted a new exempt employee compensation system, effective July 1, 1991. Since that time, the Personnel Section has kept the system up to date by bringing periodic changes to the Board to adopt. This is the most recent update.

III. Financial Impact: The FY 94-95 cost will be approximately \$129,000. This includes salary and fringe costs. The money to cover this cost has been included in the Health Department 94-95 Budget.

IV. Legal Issues: None.

V. Controversial Issues: None.

VI. Link to Current County Policies: Ordinance No. 778 requires that the exempt compensation plan be kept current.

VII. Citizen Participation: None.

VIII. Other Government Participation: None.

ORDINANCE FACT SHEET

Ordinance Title: Ordinance amending Ordinance No. 792 in order to add, delete, and revise exempt pay ranges.

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefitted, other alternatives explored):

This proposed Ordinance reflects the most recent work of the Personnel Section to keep the exempt employee compensation system, which was installed in 1991, up to date. The Ordinance provides for the following: (1) Create the new classification of EMS Medical Director and set the salary range; (2) Increase the salary ranges for all other classifications that require physician credentials; (3) Award special adjustments, on a phase-in plan, to all employees in these classifications.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

N/A.

What has been the experience in other areas with this type of legislation?

N/A.

What is the fiscal impact, if any?

The FY 94-95 cost will be approximately \$129,000. This includes salary and fringe costs. The money to cover this cost has been included in the Health Department 94-95 Budget.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form:

Ante Aron

Planning & Budget Division (if fiscal impact):

Kathleen Jones

Department Manager/Elected Official:

Beverly Stein

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY OREGON

3 ORDINANCE NO. _____

4 An ordinance amending Ordinance No. 792, in order to add and revise exempt
5 pay ranges.

6 MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

7 Section I. Findings.

8 (A) Multnomah County, Oregon employs a variety of individuals excluded from
9 any collective bargaining agreement referred to as "exempt" employees.

10 (B) It is the County's policy to establish an exempt compensation plan that
11 provides such pay as necessary for the County to recruit, select, and retain qualified
12 management, supervisory, administrative, and professional employees; that recognizes
13 employee performance, growth, and development; that maintains an appropriate internal
14 relationship among classifications and employees based on job responsibilities,
15 qualifications, and authority; and that maintains parity between equivalent exempt and
16 non-exempt positions.

17 (C) The Personnel Officer is responsible for developing and recommending
18 compensation plan adjustments to the Multnomah County Board of Commissioners.

19 Section II. Addition and Revision of Job Titles and Ranges.

20 (A) The following job title and pay range is added to Exhibit A of Ordinance No.
21 792, effective July 1, 1994:

<u>Job Title</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
EMS Medical Director *	\$91,698	\$107,530	\$123,362

24 * Unclassified, non-Civil Service position pursuant to MCC 3.10.100.

25 (B) The following job titles and pay ranges established in Exhibit A of
26 Ordinance No. 792 are revised, effective August 1, 1994:

<u>Job Title</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
Physician **	\$ 75,142	\$ 88,316	\$101,489
Medical Director */**	\$ 82,849	\$ 97,371	\$111,892
Health Officer *	\$ 82,849	\$ 97,371	\$111,892

** Premium pay up to 10% over base pay when Physician or Medical Director is assigned extra responsibilities for medical program or is responsible for in-patient hospital care; premium pay up to 10% over base pay when Physician or Dentist is assigned to one of the correctional facilities.

* Unclassified, non-Civil Service position pursuant to MCC 3.10.100.

Section III. Special Adjustments.

(A) Each employee in the classifications of Physician and Medical Director shall receive a one-time 5% salary increase, effective August 1, 1994.

(B) Each employee in the classifications of Physician, Medical Director and Health Officer shall receive a one-time 5% salary increase, effective April 1, 1995.

ADOPTED the _____ day of _____, 1994, being the date of its second reading before the Board of County Commissioners of Multnomah County.

By _____
Beverly Stein, Chair
MULTNOMAH COUNTY, OREGON

REVIEWED:



Laurence Kressel, County Counsel
of Multnomah County, Oregon

N:\DATA\EMP\SER\WPDATA\ISJA074

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

6/30/94

(Date)

DEPARTMENT NondepartmentalDIVISION Planning & BudgetCONTACT Dave WarrenTELEPHONE 248-3822

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

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

Budget Modification authorizing \$315,386 increase in transfer of dedicated funds from General Fund to Justice Services Special Operations Fund to account for actual 1992-93 balances of dedicated revenues.

(Estimated Time Needed on the Agenda)

10 minutes

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

The Justice Services Special Operations Fund was created as part of the 1993-94 Budget Process. Revenues for specific purposes previously received in the General Fund were shifted to the new fund so that dedicated revenues could be tied clearly to dedicated expenditures. However, the amounts to be carried over and transferred to the Special Operations Fund were underestimated. The following table compares the budget estimates with the actual balances.

	Budget	Actual	Difference
D A Forfeiture balance	714,823	771,476	56,653
Video Lottery Law Enforcement	568,381	792,728	224,347
Marriage/Family Counseling fees	0	34,386	34,386
Total	1,283,204	1,598,590	315,386

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

General Fund Contingency before modification (as of

6/17/94)\$ 1,286,614

Date

After this modification \$ 971,228

Originated By

Date

David C. Warren6/21/94

Department Director

Date

Beverly Stein6/21/94

Plan/Budget Analyst

Date

Shan Meadows6/21/94

Employee Services

Date

Board Approval

Date

NEBORAH C. Bogstad6/30/94

BOARD OF
COUNTY COMMISSIONERS
MULTI-COUNTY
OREGON
1994 JUN 21 PM 12:18

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	023	2442			7617			56,653		
		100	023	2481			7617			224,347	281,000	
		100	021	2130			7617			34,386	34,386	
		100	045	9120			7700			(315,386)	(315,386)	
		180	023	2440			6060			281,000	281,000	Subtotal M&S
		180	021	2130			6230			16,986		
		180	021	2130			7400			10,000	26,986	Subtotal M&S
		180	021	2130			8400			7,400	7,400	Subtotal CO
TOTAL EXPENDITURE CHANGE										315,386	315,386	

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		180	023	2442						56,653		
		180	023	2481						224,347		
		180	021	2130						34,386	315,386	
TOTAL REVENUE CHANGE										315,386	315,386	



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: Board of County Commissioners

FROM: Dave Warren

TODAY'S DATE: June 20, 1994

REQUESTED PLACEMENT DATE: June 30, 1994

SUBJECT: Bud Mod Nond 21 - Transferring 1992-3 balances of dedicated revenue to Justice Services Special Operations Fund

I. Recommendation / Action Requested:

Approve the Bud Mod authorizing the transfer of the full 1992-93 balances from DA forfeiture receipts, gambling law enforcement video lottery receipts, and marriage licenses and conciliation fees dedicated to Family Services.

II. Background / Analysis:

At the end of 1992-93 the balances remaining from dedicated revenues associated with justice programs were intended to be transferred out of the General Fund into the Justice Services Special Operations Fund so that these revenues could be tracked more closely with the expenditures they were intended to support.

The budgeted estimates of the amounts to be transferred fell short of the actual balances left in the General Fund at the end of 1992-93.

III. Financial Impact:

The amounts to be transferred exceed the budgeted amount.

	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
D A Forfeiture balance	714,823	771,476	56,653
Video Lottery Law Enforcement	568,381	792,728	224,347
Marriage/Family Counseling fees	0	34,386	34,386
Total	1,283,204	1,598,590	315,386

The transfer should clear these revenues out of the General Fund.

The General Fund ending balance for 1992-93 was, in total, \$2.9 million higher than the budgeted estimate. The transfer amounts shown above were assumed to be dedicated and not available for General Fund expenditures when the Beginning Balance for 1994-95 was initially estimated in March. The transfer should have no impact on the General Fund for 1994-95.

IV. Legal Issues:

The only legal issue is the potential expenditure of video lottery proceeds for gambling law enforcement. The District Attorney's Office has no plans to spend any of the appropriated receipts from video lottery.

V. Controversial Issues:

None

VI. Link to Current County Policies:

Completing the full transfer will segregate these revenues as the Board intended.

VII. Citizen Participation:

None

VIII. Other Government Participation:

N/A



BOARD OF
COUNTY COMMISSIONERS

1994 JUN 29 AM 8:39

MULTNOMAH COUNTY
OREGON

MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

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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: Board of County Commissioners
FROM: Dave Warren, Budget Manager **DCW**
DATE: June 28, 1994
SUBJECT: CONTINGENCY REQUESTS -- June 30, 1994

Board Guidelines

Since 1982, the Board of Commissioners has applied guidelines to Contingency requests. The current guidelines date from April 1992. The language approved by the Board follows.

The Board will use the following guidelines in considering requests for funding from the Contingency Account:

- 1). Approve no contingency requests for purposes other than a "one-time-only" allocation.
- 2). Fund any costs related to labor contract settlements that exceed the budgeted reserves for that purpose with reductions in base-line budgets or increases in continuing revenues.
- 3). Limit contingency funding to the following:
 - (a). Emergency situations which, if left unattended, will jeopardize the health and safety of the community, OR
 - (b). Unanticipated expenditures that are necessary to keep a previous public commitment or fulfill a legislative mandate or can be demonstrated to result in significant administrative or programmatic efficiencies, OR
 - (c). Expenditures covered by unanticipated revenues not classifiable as grants.

AND

(d). Expenditures cannot be accommodated by the existing departmental budget, and

(e). The expenditure is consistent with the existing departmental work plan.

June 30 Requests

This is a brief descriptive list of the contingency requests for the Board to consider on June 30, 1994: items R-6, R-7, R-11, and R-12. I believe they all meet the Board's criteria for contingency use with the possible exception that R-11 and R-12 might be absorbed by unspent Materials and Services in the Sheriff's budget.

Nondepartmental

NOND 21 (R-6) - At the time the 1993-94 Budget was adopted, we anticipated that \$1,283,204 of dedicated revenue would be carried into 1993-94 and transferred to the new Justice Services Special Operations Fund. We underestimated the size of this unspent dedicated revenue by \$315,386, as we learned when the books for 1992-93 were closed. To clean these receipts out of the General Fund, the appropriation for the transfer to the Justice Services Special Operations Fund must be increased. Because the receipts were unanticipated but the transfer meets the plan for the new fund, this request meets the Board's criteria for contingency transfers.

NOND 22 (R-7) - The County has a contractual obligation to pass through to the Northeast cities a portion of the Business Income Tax receipts. In June 1993, we increased the estimated receipts for 1993-94 from \$19.9 million to \$24.2 million based on the revenue we received in 1992-93. When we increased the estimated revenue, we failed to increase the appropriation to transfer their portion to the cities. This appropriation transfer will bring the appropriation to the level consistent with the budgeted BIT receipts. Because the payment is contractually required, this request meets the Board's criteria for contingency transfers.

MCSO 18 (R - 11) - The Sheriff's Office is legally required to have drug labs cleaned up if the Emergency Management Director assigns such labs to the Sheriff as the appropriate law enforcement agency. The Sheriff's Office does not budget for these clean ups. Some of these clean ups are done at State expense, and the annual cost of this activity is erratic from year to year. Planning and Budget has recommended that the Contingency account be used to cover these costs, and a transfer was made in March to cover a clean up earlier in the year. This budget modification covers the cost of the last clean-up project of the fiscal year. Because it covers an unbudgeted requirement that fulfills a legal requirement this request meets the Board's criteria for contingency transfers. Because the amount is quite small, the cost could be absorbed by underspending in the Sheriff's Materials and Services budget given the small amount of the year that remains.

MCSO 19 (R - 12) - The 1993-94 budget for the video imaging system was based on the assumption that the County would pay its share of the cost. However, it has proved to be more efficient for the County to pay the full cost of the system and be reimbursed by the other users for their share. This item authorizes the Sheriff to pay the full cost. Because the unanticipated revenue from the other jurisdictions (Portland Police and Oregon State Police) is not strictly a grant, this action meets the Board's criteria for contingency use.

BUDGET MODIFICATION NO.

Nond 22(For Clerk's Use) Meeting Date JUN 30 1994Agenda No. R71. REQUEST FOR PLACEMENT ON THE AGENDA FOR 06/30/94

(Date)

DEPARTMENT NondepartmentalDIVISION Non-County AgenciesCONTACT Dave WarrenTELEPHONE 3822

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

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

This budget modification requests for \$443,000 from contingency due to BIT pass through to the east-county cities being larger than budgeted.

(Estimated Time Needed on the Agenda)

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

☐ Personnel changes are shown in detail on the attached sheet

This budget modification increases the BIT budget from \$2,044,332 to \$2,487,332 because the BIT pass through to the east County cities is larger than budgeted.

This modification will decrease the General Fund Contingency by \$443,000.

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

General Fund Contingency before this modification (as of 05/31/94) \$ 1,317,933

Date

After this modification \$ 874,933

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

BOARD OF
COUNTY COMMISSIONERS
1994 JUN 21 PM 12:18
MULTI-JURISDICTIONAL COUNTY
OREGON

David C Warren6/21/94Bruce Stein6/21/94Ching Hany06/21/94DEBORAH C. COASTO6/30/94

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY

[illegible]

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0			
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									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										0	0	



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: Board of County Commissioners
FROM: Ching Hay, Budget Specialist *CH*
DATE: June 21, 1994
REQUESTED PLACEMENT DATE: 6/30/94
SUBJECT: Budget Modification Nond #22

I. Recommendation/Action Requested:

Approve Budget Modification Nond #22 requesting to budget an additional \$443,000 for BIT pass through to the east county cities.

II. Background/Analysis:

The four east county cities of Gresham, Troutdale, Fairview, and Wood Village share 25% of the 0.6% BIT tax. The revised revenue estimate from this source is \$9,947,778. The cities will therefore share approximately \$2,487,332. We had originally budgeted \$2,044,332, based on the February 1993 estimate, and this budget modification will increase the budget to \$2,487,332, based on the current estimate.

III. Financial Impact:

The General Fund contingency will decrease by \$443,000 to \$874,933.

IV. Legal Issues:

The agreement between the east county cities and Multnomah County requires that we pass on 25% of the 0.6% BIT revenue to them.

V. Controversial Issues:

None

VI. Link to Current County Policies:

NA

VII. Citizen Participation:

NA

VIII. Other Government Participation:

The East County Cities have been informed of the revised estimated BIT revenue that they will be receiving.

BUDGET MODIFICATION NO.

NOND 23

(For Clerk's Use) Meeting Date JUN 30 1994

Agenda No. R-8

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 06/30/94

(Date)

DEPARTMENT MSS

DIVISION Risk Management

CONTACT Jean Miley

TELEPHONE 248-3882

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Jean Miley

SUGGESTED

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

Insurance Fund transfers for accounting purposes.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

☐ Personnel changes are shown in detail on the attached sheet

This modification transfers funds to cover where actual expenditures were needed.

1) One set of transfers covers the funding needed to cover the actual wage of the early return to work program.

This is the program that allows injured workers, who are not yet sufficiently recovered to return to their job at injury, to come back to a lighter duty position, rather than being at home receiving time loss. The modification transfers funds from Claims Paid (line item 6580) to Personal Services (line items 5100, 5500, 5550).

2) The second set of transfers covers the payment of a liability claim settlement (\$79,154). Because this payment was made as wages and fringe benefits, the transfer moves funds from Claims Paid (line item 6580) to Personal Services (line items 5100, 5500, 5550).

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

\$ _____

Date

After this modification

\$ _____

Originated By

Date

6/17/94

Plan/Budget Analyst

Date

6/20/94

Board Approval

Date

6/30/94

Department Director

Date

6-17-94

Employee Services

Date

JUN 30 1994
MULTNOMAH COUNTY
OREGON

[illegible]

(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

		ANNUALIZED			
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
N/A					
	TOTAL CHANGE (ANNUALIZED)				

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

		C U R R E N T F Y			
Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
Overtime/back wages Wages	Settlement of liability claim	56,500	19,574	3,080	79,154
	Early return to work wages	53,807	23,186	19,778	96,771
TOTAL CURRENT FISCAL YEAR CHANGES		110,307	42,760	22,858	175,925

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

[illegible]

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0			
Nond 23	C	400	50	7040			6618		22,858	22,858		Ins Fund Svs Reimbursement
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										22,858	0	

BUDGET MODIFICATION NO. MC80 #15

(For Clerk's Use) Meeting Date

JUN 30 1994

Agenda No.

R-9**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR**

(Date)

DEPARTMENT Sheriff's Office

DIVISION

CONTACT Larry AabTELEPHONE 251-2489

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD

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

Budget modification transferring \$196,747 in budgeted expenditures from the Levy fund to the General Fund to budget for the over-expenditure of general fund personal services line items, and the under-expenditure of Levy personal services and materials and services line items.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)☒ **PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET**

This modification will add \$196,747 to personal services line items in the general fund to cover the cost of vacation payoffs for 17 employees who have vacated general fund positions this fiscal year.

The general fund cash transfer to the serial levy fund will be reduced by this amount, and budgeted expenditures in the levy fund will be reduced for food, professional services, and premium.

The general fund is currently budgeted to supplement the levy fund about \$1.7 million this year. This modification will reduce this supplement to about \$1.5 million.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

Reduce general fund cash transfer to the levy fund \$196,747.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____)

\$

(Specify Fund)

(Date)

After this modification

\$

Originated By

Date

Department Manager

Date

Budget Analyst

Date

Personnel Analyst

Date

Board Approval

Date

Robert H. Coarista 6/30/94

CLATSOP COUNTY
BOARD OF COMMISSIONERS
1994 JUN 23 PM 1:48
MULTI-COUNTY

BUDGET FY.

Description

		169	025	3955			5400			(71,586)		Premium
							5500			(25,299)		Fringe
							5550			(4,295)		Insurance
							6110			(20,000)		Professional Services
							6270			(75,567)		Food
		100	025	3120			5100			10,080		Permanent
							5500			3,562		Fringe
							5550			615		Insurance
				3311			5100			11,669		Permanent
							5500			4,124		Fringe
							5550			793		Insurance
				3316			5100			8,682		Permanent
							5500			3,068		Fringe
							5550			530		Insurance
				3317			5100			10,080		Permanent

AL EXPENDITURE CHANGE

TOTAL EXPENDITURE CHANGE

BUDGET FY:

Description

[illegible]**TOTAL REVENUE CHANGE****TOTAL REVENUE CHANGE**

EXPENDITURE
TRANSACTION EB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		100	025	3317			5500			3,562		Fringe
							5550			615		Insurance
				3501			5100			7,505		Permanent
							5500			2,004		Fringe
							5550			683		Insurance
				3601			5100			40,469		Permanent
							5500			14,201		Fringe
							5550			2,458		Insurance
				3602			5100			4,587		Permanent
							5500			1,234		Fringe
							5550			493		Insurance
				3608			5100			5,400		Permanent
							5500			1,520		Fringe
							5550			536		Insurance
				3810			5100			7,654		Permanent
							5500			2,652		Fringe
							5550			578		Insurance
				3931			5100			13,874		Permanent
							5500			4,916		Fringe
							5500			1,101		Insurance
				4016			5100			10,310		Permanent
							5500			2,737		Fringe
							5550			880		Insurance
				4117			5100			9,528		Permanent
							5500			3,368		Fringe
TOTAL EXPENDITURE CHANGE												TOTAL EXPENDITURE CHANGE

EXPENDITURE

TRANSACTION EB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document
Number

Action Fund Agency

Organi-

zation Activity

Reporting

Category

Object

Current
AmountRevised
AmountChange
Increase
(Decrease)Sub-
Total

Description

100

025

4117

5550

679

Insurance

100

025

3015

7613

(196,747)

TOTAL EXPENDITURE CHANGE

TOTAL EXPENDITURE CHANGE

PERSONNEL DETAIL FOR BUD MOD NO.

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

		A n n u a l i z e d			
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
	Same as below				
	TOTAL CHANGE (ANNUALIZED)				

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	TOTAL Increase (Decrease) Ins.	
Premium	Reduce from 169-3955	(71,586)	(25,299)	(4,295)	(101,180)
Permanent	Add to various orgs. for vacation payoffs	139,838	46,949	9,960	196,747
Total		68,252	21,650	5,665	95,567

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: 6/20/94

REQUESTED PLACEMENT DATE: ASAP

RE: BUDGET MODIFICATION MOVING \$196,747 TO THE GENERAL FUND

I. Recommendation/Action Requested:

Approval of budget modification reducing the general fund cash transfer to the Levy fund \$196,747, and increasing the budgeted general fund personal services expenditures \$196,747.

II. Background/Analysis:

The budget for the Sheriff's Office is projected to be overspent by close to \$200,000 at the end of this fiscal year because of vacation payoffs for 17 employees working in general fund positions who have retired or otherwise left the agency this fiscal year.

The operation of MCIJ is experiencing a savings this year in premium, food, and professional services line items. The general fund is currently budgeted to supplement the levy fund about \$1.7 million this year. This modification will reduce that amount to about \$1.5 million.

II. Financial Impact:

\$196,747 in general fund dollars will go to general fund expenditures rather than go to the levy fund to supplement the operation of MCIJ.

V. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

None

VII. Citizen Participation:

None

BUDGET MODIFICATION NO. MCSO #16(For Clerk's Use) Meeting Date JUN 30 1994
Agenda No. R-10**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR** _____

(Date)

DEPARTMENT Sheriff's Office

DIVISION _____

CONTACT Larry AabTELEPHONE 251-2489

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

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

Budget modification adjusting equipment dollars budgeted in various Sheriff's Office programs.

(Estimated Time Needed on the Agenda)**2. DESCRIPTION OF MODIFICATION** (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)☐ **PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET**

This modification will adjust the equipment dollars in four Sheriff's Office programs.

Specifically, it will:

Move \$7,000 in Equipment dollars to Supplies for items that fell under \$1,000 purchased as part of the Courthouse security project.

Move \$13,000 from Communications to Equipment in the Inmate Welfare budget to cover the the remaining cost of carpeting MCDC.

Move \$13,133 from Equipment to Supplies in the Corrections budget to cover the cost of radios purchased for under \$1,000.

Move \$4,068 from Supplies to Equipment in the River Patrol budget to cover the cost of bullet proof vests.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

None

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) (Date)

(Specify Fund)

After this modification

Originated By

Date

Department Manager

Date

Budget Analyst

Date

Personnel Analyst

Date

Board Approval

Date

BUDGET FY.

Description

TOTAL EXPENDITURE CHANGE	0	TOTAL EXPENDITURE CHANGE
--------------------------	---	--------------------------

BUDGET FY

Description

TOTAL REVENUE CHANGE										TOTAL REVENUE CHANGE									

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: 6/3/94

REQUESTED PLACEMENT DATE: ASAP

RE: BUDGET MODIFICATION ADJUSTING EQUIPMENT APPROPRIATIONS

I. Recommendation/Action Requested:

Approval of budget modification moving funds to or from equipment in four Sheriff's Office program budgets.

II. Background/Analysis:

This budget modification will adjust the budget to fund expenditures in four areas. Specifically, it will:

Move \$7,000 in from Equipment to Supplies in the budget for the Courthouse Security project. Several items were purchased that fell under the \$1,000 equipment limit.

Move \$13,000 from Communications to Equipment in the Inmate Welfare budget. The Inmate Welfare fund paid \$54,000 to re-carpet MCDC, and additional funds are needed in the budget to cover this expense. Communications funds are no longer needed because of the installation of an inmate phone system.

Move \$13,133 from Equipment to Supplies in the Corrections general fund budget. Shopping around allowed us to find radios at a cost of under \$1,000. Funds were allocated for radios in the Equipment budget rather than the supplies budget.

Move \$4,068 from Supplies to Equipment in the Federal/State portion of the River Patrol budget. Due to increasing danger on the River, funds were needed to buy bullet proof vests for River Patrol members. The cost was over \$1,000 each.

III. Financial Impact:

None

V. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

None

VII. Citizen Participation:

None

BUDGET MODIFICATION NO. MCSO #18(For Clerk's Use) Meeting Date JUN 30, 1994
Agenda No. R-11**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR** _____

(Date) _____

DEPARTMENT Sheriff's Office

DIVISION _____

CONTACT Larry AabTELEPHONE 251-2489

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD _____

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

Budget modification requesting the transfer of \$2,192 from contingency to the Sheriff's Enforcement budget to pay for the cost of a drug lab clean-up.

(Estimated Time Needed on the Agenda)

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

☐ **PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET**

This modification will transfer \$2,192 from contingency to the Sheriff's budget to pay DEQ costs incurred for oversight of a drug lab clean-up.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUN 23 PM 1:48

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

None

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)

After this modification \$ _____

Originated By

Date

Department Manager

Date

Budget Analyst

Date

Personnel Analyst

Date

Board Approval

Date

DEBORAH C. BOGSTER 6/30/94

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. _____ 2. Amount requested from General Fund Contingency: \$ 2,192

3. Summary of request:

Funds for DEQ oversight costs during a drug lab clean-up.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? yes If so, when? _____
If so, what were the circumstances of its denial?

It was decided to fund these types of requests out of contingency.

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

See above

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

All Sheriff's Office units are expected to spend 100% of their budgets.

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

None

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

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

10. Attach any additional information or comments you feel helpful.

Bob Skippe Jr.
Signature of Department Head/Elected Official

6/26/95
Date

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: 6/17/94

REQUESTED PLACEMENT DATE: ASAP

RE: BUDGET MODIFICATION

I. Recommendation/Action Requested:

Approval of budget modification transferring \$2,192 to the Sheriff's budget in the Enforcement Branch to cover the cost of a drug lab clean-up.

II. Background/Analysis:

Funds added to the Sheriff's budget will cover the reimbursement of DEQ oversight costs for a drug lab clean-up.

III. Financial Impact:

The contingency account will be reduced \$2,192.

V. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

None

VII. Citizen Participation:

None

BUDGET MODIFICATION NO. MC80 #19(For Clerk's Use) Meeting Date JUN 30 1994
Agenda No. R-12**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR** _____

(Date)

DEPARTMENT Sheriff's Office

DIVISION _____

CONTACT Larry AabTELEPHONE 251-2489

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

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

Budget modification adding \$30,769 to the Sheriff's budget to pay for Portland Police Bureau and Oregon State Police communication and maintenance costs for the video imaging system.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will transfer \$30,769 from contingency to the Sheriff's budget to pay for \$20,070 in communication charges, and \$10,699 in maintenance charges for the other jurisdictions participating in the video imaging system. OSP and PPB have been billed for these costs, so the contingency account will be repaid in full.

MULTI-COUNTY
OREGON
1994 JUN 23 PM 1:48**3. REVENUE IMPACT** (Explain revenues being changed and the reason for the change)

None

4. CONTINGENCY STATUS (to be completed by Finance/Budget)Contingency before this modification (as of _____)
(Specify Fund) _____ (Date)

\$ _____

After this modification

\$ _____

Originated By

Date

Department Manager

Date

Budget Analyst

Date

Personnel Analyst

Date

Board Approval

Date

Deborah Bogstedt 6/30/94

PENDITURE
TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

[illegible]

AL EXPENDITURE CHANGE	0	TOTAL EXPENDITURE CHANGE
-----------------------	---	--------------------------

VENUE
TRANSACTION RB [] GN [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

[illegible]

TOTAL REVENUE CHANGE				TOTAL REVENUE CHANGE
----------------------	--	--	--	----------------------

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. _____ 2. Amount requested from General Fund Contingency: \$ 30,769

3. Summary of request:

Request is to transfer funds from contingency to the Sheriff's budget to pay for the cost of Portland Police Bureau's and Oregon State Police's video imaging maintenance and communications costs. The contingency account will be paid for these costs by the participating agencies.

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

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

The costs were not established.

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

Funds will be covered by OSP and PPB, and therefore should be covered out of their revenue.

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

The contingency account will be repaid in full.

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

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

10. Attach any additional information or comments you feel helpful.

Bela Stappan
Signature of Department Head/Elected Official

6/20/95
Date

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: 6/3/94

REQUESTED PLACEMENT DATE: ASAP

RE: BUDGET MODIFICATION APPROPRIATING FUNDS FOR PPB AND
OSP'S VIDEO IMAGING COSTS

I. Recommendation/Action Requested:

Approval of a budget modification adding \$30,769 to the Sheriff's Corrections budget to cover the cost of OSP and PPB's maintenance costs. The costs will be paid by the jurisdictions.

II. Background/Analysis:

The video imaging system began operation in the County's booking facility this year. The Portland Police Bureau and the Oregon State Police use information in the system. The intergovernmental agreement states that they will share in a proportional cost of the maintenance and the telephone line charges. Those costs have been calculated at \$30,769 for the 1993-94 fiscal year. These jurisdictions have been billed for these costs.

An amendment to our budget has been submitted appropriating both the costs and the revenue in the 1994-95 budget.

III. Financial Impact:

None - The contingency account will be fully repaid.

V. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

None

VII. Citizen Participation:

None

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 23, 1994

DEPARTMENT
CONTACTHealth
Tom FronkDIVISION
TELEPHONECareOregon
248-3674NAME OF PERSON MAKING PRESENTATION TO BOARD Tom Fronk or Billi Odegaard

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

Budget Modification MCHD 10 transfers \$7,500 from Pass Through to Equipment, CareOregon.

(Estimated time needed on the Agenda: 5 minutes)

2. DESCRIPTION OF MODIFICATION

☐ PERSONNEL CHANGES ON ATTACHED PAGE

The Administrative Budget for CareOregon included the installation of a PC Local Area Network. This cost was estimated at \$63,500 at the time of the Supplemental Budget that established CareOregon budgetarily.

The network has been installed by OHSU. The actual cost is \$71,000. This bud mod moves funds from Pass Through to Equipment to cover the cost.

This budget action is necessary to prevent overspending an appropriation in the CareOregon Fund.

3. REVENUE IMPACT

None.

4. CONTINGENCY STATUS

No effect.

Originated By <u>Tom Fronk</u>	Date <u>6-20-94</u>	Department Director <u>Billi Odegaard</u>	Date <u>6/20/94</u>
Finance/Budget <u>Valerie Jones</u>	Date <u>6-20-94</u>	Employee Relations <u>No Personnel Change.</u>	Date
Board Approval <u>DEBORAH COOPER</u>	Date <u>6/30/94</u>		

1994 JUN 1 PM 12:17
MULTI-COUNTY
CLERK OF
COUNTY OF
OREGON

EXPENDITURE DETAIL - MCHD 10

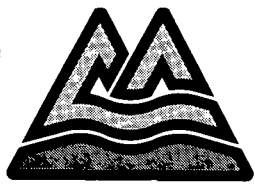
EXPENDITURE TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FISCAL YEAR _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORG	OBJECT CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		390	015	0650	8400			7,500		Pass Through
		390	015	0650	6060			(7,500)		Equipment
TOTAL EXPENDITURE CHANGE								0		

REVENUE DETAIL - MCHD 8

REVENUE TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FISCAL YEAR _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORG	REVENUE CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
TOTAL REVENUE CHANGE								0		



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: June 30, 1994
DATE: June 20, 1994
SUBJECT: Budget Modification MCHD 10

- I. Recommendation/Action Requested:
The Board of County Commissioners is requested to approve Budget Modification MCHD 10.
- II. Background/Analysis:
The initial CareOregon budget, approved through the supplemental budget process earlier this fiscal year, included \$63,500 in Equipment to equip the office with an OHSU provided LAN. The actual cost is \$71,000.
- III. Financial Impact:
None. Funds are transferred from Pass Through to Equipment within CareOregon. The intent of this budget modification is to prevent overspending of a major category at year end. t year.
- IV. Legal Issues:
There are no legal issues that we are aware of.
- V. Controversial Issues:
None.
- VI. Link to Current County Policies:
CareOregon is an ongoing Health Department project.
- VII. Citizen Participation:
None specifically for the changes detailed on this budget modification.
- VIII. Other Government Participation:
None specific to this budget modification.

(For Clerk's Use) Meeting Date JUN 30 1994Agenda No. R-141. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 30, 1994

(Date)

DEPARTMENT: AGING SERVICES DIVISIONCONTACT: Kathy Gillette TELEPHONE: 248-3620*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnell

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

ASD Budget Modification #ASD-9411 adds \$21,571 to Aging Services Division budget from Federal Older American Act funds, \$4,000 in rentals, and \$479 in direct costs.

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

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

ASD Budget Modification #ASD-9411 adds pass through and rental expenses to Aging Services Division budget.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- o Increase Org 1750, ASD Community Services, by:
 - \$20,000 OPI funds
 - 1,571 Title III-G funds
 - 479 County General Funds - Indirect

BOARD OF
 COUNTY COMMISSIONERS
 1994 JUN 22 AM 9:18
 MULTNOMAH COUNTY
 OREGON

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

 Contingency before this modification (as of _____) (Date)
 (Specify Fund)

After this modification

\$

Originated By <i>Kathy Gillette</i>	Date <i>June 20, 1994</i>	Department Manager <i>Jim McConnell</i>	Date <i>June 20, 1994</i>
Finance/Budget <i>B. Work</i>	Date <i>6-21-94</i>	Employee Relations <i>Jim McConnell</i>	Date
Board Approval <i>NEBORAH C. Bogstad</i>	Date <i>6/30/94</i>		

EXPENDITURE

STATE AREA PLAN - FINAL AMENDMENT CHANGES

ASD #9411

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1993-94

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	1750			6060			21,571		PASS THROUGH
		156	010	1750			6170			4,000		RENTALS
		156	010	1750			7100			479		INDIRECT
TOTAL EXPENDITURE CHANGE										26,050		TOTAL EXPENDITURE CHANGE

File Name: ASD9405.wq1

REVENUE

STATE AREA PLAN - FINAL AMENDMENT CHANGES

ASD #9411

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1993-94

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Rev. Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	1750			2212			1,571		TITLE III-G
		156	010	1750			2387			20,000		OREGON PROJECT IND.
		156	010	1750			4612			4,000		CONTRACTOR RENTALS
		156	010	1750			7601			479		CGF - INDIRECT
TOTAL REVENUE CHANGE										26,050		TOTAL REVENUE CHANGE

File Name: ASD9411.wq1



MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH AVE., 3RD FLOOR
PORTLAND, OREGON 97204-2238
SENIOR HELPLINE: (503) 248-3646
ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

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: Beverly Stein, County Chair

FROM: Jim McConnell, Director *gm*
Aging Services Division *by*

DATE: June 16, 1994

SUBJECT: ASD Budget Modification #ASD-9411: Adds final Area Plan Amendment funds to ASD Budget.

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached Budget Modification #ASD-9411.

Background/Analysis: Budget Modification #ASD-9411 adds final Area Plan funds for Older American Act Funds, as well as contractor rental funds. These funds provide services for clients of Aging Services division.

Financial Impact: The Budget Modification shows a net increase of \$26,050 to ASD's budget.

Legal Issues: None.

Controversial Issues: None.

ASD-9411z

Link to Current County Policies: This adds final amendment funds to ASD's Area Plan, which details the delivery of services to the elderly.

Citizen Participation: PMCOA and citizen advocates are involved in ASD's budget and decision-making processes, including the yearly Area Plan.

Other Government Participation: Senior and Disabled Services Division of the state of Oregon administers the Area Plan.

BUDGET MODIFICATION NO. JJS 1

(For Clerk's Use) Meeting Date JUN 30 1994
Agenda No. R-15

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____
(Date)

DEPARTMENT: Social Services

DIVISION: Juvenile Justice

CONTACT: Marie Eighmey

TELEPHONE: 248-3460

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Hal Ogburn/Marie Eighmey

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

JJD Budget Modification # 1 deletes \$807,697 in grant funds from the Juvenile Justice Division's FY93-94 Federal/State budget.

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

This JJD Budget Modification # 1 deletes the following revenues from the Federal/State program:

- (\$63,997), Project Paradigm revenue: The grant application to fund an Alcohol and Drug Counselor was not approved.
- (\$83,043), Office of Justice Program grant funds for the Gang Influenced Female Team (G.I.F.T.) program: The grant expired September 30, 1993. The balance consists of \$16,015 temporary personnel; \$60,616 work experience contracts; \$1,300 work stipends; \$2,897 client service & operating supplies; and associated Indirect Cost.
- (\$643,869), Annie E. Casey Foundation: Delays in approval of the grant and the beginning of the Implementation phase results in a rebudgeting of the funds for FY94-95.
- (\$16,671) Bonneville Power Administration and (\$117) General Fund Cash Transfer to support Indirect Cost: The grant balance is included with the transfer of the Youth Employment/Empowerment Project into the Children & Family Services Division budget, effective FY94-95.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- Decrease Rev Code 2107 by (63,997). Decrease Rev Code 2104 by (83,043). Decrease Rev Code 6801 by (643,869).
- Decrease Rev Code 2109 by (16,671). Decrease F/S service reimbursement to Insurance by (7,700).
- Decrease General Fund transfer to F/S by (117). Decreases Contingency by (13,343).

CLERK OF
COUNTY COMMISSIONERS
1994 JUN 22 PM 3:09
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____)
(Specify Fund) (Date)
After this modification \$ _____

Originated By	Date	Department Manager	Date
		x Harold Ogburn	6/22/94
Finance/Budget	Date	Employee Relations	Date
David C. Warren	6/22/94	CRumbas	6/22/94
Board Approval	Date		
Deborah C. Boast	6/30/94		

EXPENDITURE

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

DOC. NUMBER	ACTION	FUND	AGENCY	ORG	ACT.	REPT CATEG	OBJ	CURR AMT	REV AMT	CHANGE	TOTAL	DESCRIPTION
156		010	2533				5100			(39,314)		Decrease Permanent.
156		010	2533				5500			(10,593)		Decrease Fringe.
156		010	2533				5550			(7,438)		Decrease Insurance.
156		010	2533				7100			(6,652)		Decrease Indirect Cost.
											(63,997)	Subtotal, Org. 2533.
156		010	2541				5200			(14,567)		Decrease Temporary.
156		010	2541				5500			(1,186)		Decrease Fringe.
156		010	2541				5550			(262)		Decrease Insurance.
156		010	2541				6060			(60,616)		Dec Pass Thru Payments.
156		010	2541				6110			(1,300)		Decrease Professional Svcs.
156		010	2541				6230			(2,822)		Decrease Supplies.
156		010	2541				6330			(75)		Decrease Travel.
156		010	2541				7100			(2,215)		Decrease Indirect Cost.
											(83,043)	Subtotal, Org 2541.
156		010	2641				6060			(656,064)		Dec Pass Through Payments.
156		010	2641				7100			(4,476)		Decrease Ind Cost, Grant-pd.
156		010	2641				7100			(117)		Dec Ind Cost, G/F Transfer.
											(660,657)	Subtotal, Org 2641.
											(807,697)	TOTAL, ORG 2500.
100		010	0106				7608			(117)		Indirect, G/F Transfer.
100		045	9120				7700			(13,343)		Indirect Cost, Grant Paid.
400		050	7531				6520			(7,700)		Insurance Fund.
											(21,160)	TOTAL, SERVICE REIMB.
											(828,857)	TOTAL EXPENSE

REVENUE

TRANSACTION RB []

DOC. NUMBER	ACTION	FUND	AGENCY	ORG	ACT.	REPT CATEG	REV SOURCE	CURR AMT	REV AMT	CHANGE	TOTAL	DESCRIPTION
156		010	2533				2107			(63,997)		PPJ Paradigm
156		010	2541				2104			(83,043)		OJJDP
156		010	2641				6801			(643,869)		Casey Fndtn
156		010	2641				2109			(16,671)		YEPP/BPA/JJD
156		010	2641				7601			(117)		General Fund Transfer
											(807,697)	TOTAL, ORG 2500.
100		045	7410				6602			(13,460)		Indirect Cost.
400		050	7040				6602			(7,700)		Insurance.
											(21,160)	TOTAL, SERVICE REIMB.
											(828,857)	TOTAL REVENUE

5. ANNUALIZED PERSONNEL CHANGES:

FTE	POSITION TITLE	JCN #	ORG	BASE PAY	FRINGE	INSURANCE	TOTAL
-1.00	Juvenile Counselor	6272	2653	(39,314)	(10,593)	(7,438)	(57,345)
							0
-8.00	Annualized Total			(39,314)	(10,593)	(7,438)	(57,345)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES:

FTE	EXPLANATION OF CHG	JCN #	ORG	BASE PAY	FRINGE	INSURANCE	TOTAL
-1.00	Juvenile Counselor	6272	2653	(39,314)	(10,593)	(7,438)	(57,345)
0.00	Temporary	N/A	2541	(14,567)	(1,186)	(262)	(16,015)
-1.00	Total			(53,881)	(11,779)	(7,700)	(73,360)



MULTNOMAH COUNTY OREGON

JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: Board of County Commissioners

FROM: Harold Ogburn, Director *Harold Ogburn*
Juvenile Justice Division

DATE: June 22, 1994

SUBJECT: JJD Budget Modification To Delete \$807,697 F/S Revenue

I. Recommendation/Action Requested: The Juvenile Justice Division recommends Board of County Commissioners' approval of a year-end budget modification which decreases the Federal/State program by \$807,697.

II. Background/Analysis: This modification reconciles planned Federal/State revenue with revenue actually to be received by the Division.

The modification deletes \$63,997 in Project Paradigm funds because the grant proposal, to fund an Alcohol & Drug counselor, was not approved.

It deletes \$83,043 in unexpended federal Office of Justice Programs funds which remained at the close of the grant September 30, 1993. This balance, dedicated to the Gang Influenced Female Team, includes \$16,015 temporary personnel; \$60,616 contracted services; \$1,300 work stipends; \$2,897 client service funds & operating supplies; and associated Indirect Cost.

The modification decreases Annie E. Casey Foundation revenue by \$643,869, reflecting the delay in the Foundation's approval of our detention alternatives initiative proposal. The funds will be rebudgeted for FY94-95.

Lastly, the modification deletes \$16,671 in contract funds from the Bonneville Power Administration to the Youth Employment Empowerment Project and \$117 general fund indirect cost support. The funds will be carried forward into FY94-95 by the Children & Family Services Division, the Division to which the Project now has transferred.

III. Financial Impact: The modification decreases the Juvenile Justice Division's Federal/State budget by \$807,697 in grant funds; reduces Cash Transfer to the Federal/State program by the \$117 in Indirect Cost, which the County provided in support for the Bonneville Power Administration revenue; and reduces Contingency by the \$13,343 Indirect Cost which was to have been paid by the other grantors.

IV. Legal Issues: None.

V. Controversial Issues: None.

VI. Link to Current County Policies: Not applicable.

VII. Citizen Participation: Not applicable.

VIII. Other Government Participation: This modification reflects the outcomes of grantor information received prior to year-end.

MEETING DATE: _____

JUN 30 1994

AGENDA NO: R-16

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PCRB Exemption to Extend Security Guard Services at Various County Locations

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: JUNE 30, 1994
Thursday, July 7, 1994

Amount of Time Needed: 5 Minutes

DEPARTMENT: DES DIVISION: Facilities Management

CONTACT: Walker/Bob Kieta TELEPHONE #: 248-5111/248-3322

BLDG./ROOM #: 421/1st / 3rd Floor

PERSON(S) MAKING PRESENTATION: Bob Kieta/Lillie Walker

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request of Board of County Commissioners, acting as PCRB, for an extension of Exemption to continue contract for Security Guard Services with Swanberg and Associates through September 1, 1994.

6/23/94 copies of Application & Notice sent to PCRB list,
Lillie Walker & Bob Kieta

SIGNATURE REQUIRED:

7/1/94 copies of notice of approval & order to PCRB
ELECTED OFFICIAL: list, Lillie Walker & Bob Kieta

DEPARTMENT MANAGER:  OR


ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUN 22 AM 9:18

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Lillie Walker, Purchasing Director

TODAY'S DATE: June 20, 1994

REQUESTED PLACEMENT DATE: July 7, 1994

RE: Extension of Exemption from the competitive bid process to continue a contract with Swanberg and Associates to provide Security Services at various County Buildings.

1. RECOMMENDATION: The DES, Facilities Management Division, requests a PCRB Exemption to continue the current contract with Swanberg and Associates to provide security guard services in various County buildings from May 15, 1994, through September 1, 1994.
- II. BACKGROUND/ANALYSIS: The Security Guard Services provided under contract with Swanberg and Associates expired on January 31, 1994. Prior to contract expiration, Bob Kieta, Custodial and Contracts Manager, had been working to prepare new bid specifications which included changes for the temporary Central Library, McCoy Building evening and weekend Clinics, Mid-County Health Clinic and the Walnut Park Building. The Contractor, Swanberg & Associates was willing to extend the contract until new specifications could be developed and a competitive bid issued and awarded. The BCC acting as PCRB approved the Exemption on March 31, 1994.

The Security Service bid was advertised on April 1, 1994, with a bid opening date of April 21, 1994. The mandatory pre-bid meeting was attended by seven (7) potential contractors.

After the bid was advertised several Commissioners were contacted about prevailing wages for County Contracts. David Boyer was asked to develop a report that addressed the issue of "wage and benefit floors" and what impact inclusion of these wages would have on the County. As a result of this study, the bid was canceled until after the July 19, 1994 BCC meeting when complete findings regarding "Wage and Benefit Floors" can be presented and a decision made by the Board.

The new exemption to extend the contract is for the period of May 15, 1994, through September 1, 1994.

Page Two
Procedure for Staff Report

III. Financial Impact:

There is no financial impact as the Security Service will be continued at the same hourly rate .

IV. Legal Issues:

A legal opinion has been requested from County Counsel on "Wage and Benefit Floors".

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

Multnomah County Public Contract Review Board Rules and ORS Chapter 279 allow for competitive bidding exemptions.

VII. Other Government Participation: None.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

TO: Lillie Walker
FROM: Betsy Williams *Betsy Williams / Mike Coward 6/7/94*
DATE: June 7, 1994
RE: Security Contract Exemption

On January 31, 1994 the contract for security services at various County facilities expired. Bob Kieta, the Custodial and Contracts manager of Facilities Management has been working to prepare new bid specifications for this contract including the changes for the temporary Central Library, McCoy building evening and weekend clinics, Mid-County Health Clinic and the Walnut Park building. The current contractor, Swanberg and Associates, agreed to continue providing service until such time as a new contract is bid and awarded. Swanberg had agreed to continue providing service according to the current contract terms. Bob had estimated that he would have the new contract awarded by May 15, 1994, so we requested that you submit a PCRB exemption request and upon approval issue a Purchase Order for Swanberg and Associates to cover the months of February, March, April and half of May, while the new contract was bid and awarded. The Board approved the PCRB exemption request on March 31, 1994. Since then, Security Guard Services were advertised on April 1, 1994 with a opening date set for April 21, 1994. Seven contractors responded to the bid by attending the Mandatory pre-bid meetings.

Purchasing, Facilities, Health and Dave Boyer were contacted by Commissioners requesting information on "Wage and Benefit floors", and if the County could require "floors" in our contracts. Dave Boyer is working to develop a report that addresses the issue of wage and Benefit floors and the impact this will have on the County. Commissioners first asked for a two week extension to review information. Now, due to the delay while analyzing the number of contracts that would potentially be impacted by this decision, the bid has been canceled until after the July 19th Board meeting where Dave Boyer will present his complete findings to the Board. Once a decision is made regarding "Wage and Benefit Floors" this contract will be re-bid. Please reference Bid #B36-806-8670

Due to the Boards request to delay this opening we will now need a new exemption so we can continue having Swanberg & Assoc. provide security services. The new exemption will cover the period of May 15, 1994 through September 1, 1994. Thank you for your help in processing this request.

cc: F.Wayne George
Dave Boyer



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

NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on Thursday, June 30, 1994, at 10:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of Exempting from Public Bidding an Extension of Exemption to Contract with Swanberg & Associates for Security Guard Services.

A copy of the application is attached.

For additional information, please contact Multnomah County Purchasing Director Lillie Walker, 248-5111 or the Office of the Board Clerk, 248-3277 or 248-5222.

**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD**

Deborah L. Bogstad
Office of the Board Clerk

enclosure
cc: Lillie Walker
Bob Kieta

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD**

In the Matter of an Exemption From Public Bidding to)
extend a Contract with Swanberg & Associates for)
Security Services pending a Decision on "Wage and)
Benefit Floors".)

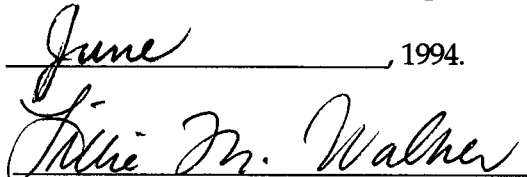
A P P L I C A T I O N

Application is hereby made to the Public Contract Review Board on behalf of DES, Facilities Management Division, to extend an Exemption from competitive bidding for security services in various County Buildings. The Exemption request is pursuant to the Board's PCRB Administrative Rule 10.010 and ORS 279.015, for an Order of Exemption to continue the contract with Swanberg & Associates. The exemption period would terminate September 1, 1994.

The Exemption Request is supported by the following facts:

1. Service level requirements and the addition of the temporary Library building necessitated changes in the security service specifications. An Exemption was requested to cover the period beginning February 1, through May 15, 1994. On March 31, 1994, the Board granted the Exemption.
2. Specifications were developed and a new bid was advertised and issued with a bid opening date of April 21, 1994. Seven contractors attended the mandatory pre-bid conference. Prior to the bid opening date, the issue of "wage and benefit floors" for security services surfaced. The Board requested that David Boyer, Finance Director, prepare a report on "Wage and Benefit floors" and the impact of including this criteria in County contracts. The complete impact report is scheduled to be presented to the Board on July 19, 1994, after which time a decision may be made by the Board.
3. Security services are required until a decision has been made and a new bid is developed, issued and awarded. The extension of Exemption will cover the period beginning May 15, through September 1, 1994.
4. The Purchasing, Contracts and Central Stores Section has reviewed the information provided by the Facilities Management Division and recommend approval of the requested Exemption.

Dated this 20th day of June, 1994.


Lillie M. Walker, Director
Purchasing, Contracts & Central Stores

Attachments



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

NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, June 30, 1994, at 10:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, and approved Order 94-125 in the Matter of an Exempting from Public Bidding an Extension of Exemption to Contract with Swanberg & Associates for Security Guard Services.

A copy of the Order is attached.

**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD**


Deborah Bogstad
Office of the Board Clerk

enclosure
cc: Lillie Walker
Bob Kieta

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD**

In the Matter of Exempting from Public Bidding)
an extension of Exemption to contract with)
Swanberg & Associates for Security Guard Services)

ORDER
94-125

The above entitled manner is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to review, pursuant to ORS 279.015 and PCRB Administrative Rule 10.010, and exemption to extend the contract with Swanberg & Associates to provide security guard services at various County facilities. The extension of Exemption begins on May 15, 1994 and continues through September 1, 1994.

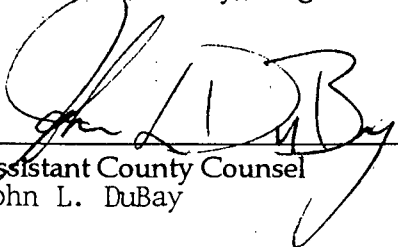
It appearing to the Board that the request for exemption, as it appears in this order, is based upon the fact that the Board has requested a comprehensive report on the impact on the County of "Wage and Benefit Floors" on security services and other contracts of like nature. This exemption would allow specification changes to accommodate the Board's decision.

It appearing to the Board that this exemption request is in accord with the requirements of ORS 279.015 and PCRB Rule AR 10.010; now therefore,

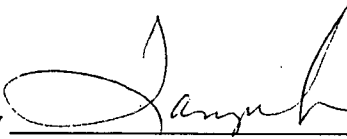
IT IS ORDERED that the exemption to extend the contract with Swanberg & Associates be exempted from the requirement of formal competitive bidding.



LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By 
Assistant County Counsel
John L. DuBay

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT
REVIEW BOARD:

By 
Tanya Collier, Vice-Chair

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPT. _____

DIVISION

COMMUNITY & FAMILY SERVICES

CONTACT

SUSAN CLARK / KATHY TINKLE

PHONE

248-3691

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

LORENZO POE/SUSAN CLARKSUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification CFS# 7 deletes funding for the Department of Social Services (\$304,275), transfers \$279,275 in County General Funds to Community & Family Services Division and the Multnomah Commission on Children and Families Budgets and returns \$25,000 to General Fund Contingency.

(Estimated Time Needed on the Agenda)

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

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

This budget modification deletes the unexpended budget from the Department of Social Services (\$304,275) and appropriates those funds to Community and Family Services Division and the Multnomah Commission on Children and Families.

The majority of funds in this transfer (\$205,342) is appropriated into Youth Program Office contracted services. The funds are necessary to cover a State funding shortfall (\$159,342), a winter youth shelter (\$22,000) and an AFS subsidy (\$24,000) to Portland Public Schools Infant Toddler Program.

Additionally, the modification will allow for an additional \$25,000 funding for startup costs for the newly created Multnomah Commission on Children and Families and to cover the cost of Deputy Director position (\$48,933) for the newly created Community and Family Services Division from November through June.

The remaining balance of the unexpended budget from DSS, less the funds allocated above is \$25,000 which is returned to contingency.

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

Increases County General Fund to the Federal State Program	\$279,275
Increases County General Fund to the Federal State Program	\$5,860
Increases Service Reimbursement Fed/State to the General Fund	\$5,860
Decreases Service Reimbursement Fed/State to the Insurance Fund	(\$24,080)
Decreases Service Reimbursement Fed/State to the Telephone Fund	(\$5,467)
Decreases Service Reimbursement Fed/State to the Fleet Fund	(\$1,698)
Decreases Service Reimbursement Fed/State to the Distribution Fund	(\$4,593)
	\$255,158

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

Fund Contingency BEFORE THIS MODIFICATION (as of _____):

(Specify Fund)

(Date)

AFTER THIS MODIFICATION:

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Deborah C. Coats 6/30/94

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

CFS 7

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE Incr (Decr)	POSITION TITLE	ANNUALIZED Increase (Decrease)			
		BASE PAY	FRINGE	INSUR	TOTAL
	Deletes All Positions in DSS Administration				
1.00	CFSD Manager/Asst.	\$52,512	\$13,538	\$7,350	\$73,400
1.00	TOTAL ANNUALIZED CHANGES	\$52,512	\$13,538	\$7,350	\$73,400

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

FTE Incr (Decr)	POSITION TITLE	EXPLANATION	CURRENT YEAR Increase (Decrease)			
			BASE PAY	FRINGE	INSUR	TOTAL
	Deletes All Positions in	DSS Administration - Org 0110	(\$182,202)	(\$47,443)	(\$28,980)	(\$258,625)
0.67	CFSD Manager/Asst.	Adds CFSD Deputy Director 1.0 FTE (11/1/93)	\$35,008	\$9,025	\$4,900	\$48,933
0.67	TOTAL CURRENT FISCAL YEAR CHANGES		(\$147,194)	(\$38,418)	(\$24,080)	(\$209,692)

Doc No.	Action	Fund	Agency	Org	Activity	Report Cat	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		100	010	0100			5100			(182,202)		Permanent
		100	010	0100			5200			775		Temporary
		100	010	0100			5550			(47,443)		Fringe
		100	010	0100			5550			(28,980)		Insurance
											(257,850)	PS Subtotal
		100	010	0100			6110			(4,473)		Professional Services
		100	010	0100			6120			(670)		Printing
		100	010	0100			6170			5,355		Rentals
		100	010	0100			6180			(1,500)		Repair/Maintenance
		100	010	0100			6190			(9,348)		Maintenance Contracts
		100	010	0100			6230			(13,789)		Supplies
		100	010	0100			6270			(1,087)		Food
		100	010	0100			6310			(1,600)		Education & Training
		100	010	0100			6320			(1,240)		Conferences/Conventions
		100	010	0100			6330			(3,456)		Local Travel
		100	010	0100			6620			(359)		Dues/Subscriptions
		100	010	0100			7150			(5,467)		Telephone
		100	010	0100			7300			(1,698)		Motor Pool
		100	010	0100			7560			(4,593)		Distribution Services
											(43,925)	MS Subtotal
		100	010	0100			8400			(2,500)	(2,500)	Equipment
											(304,275)	Total Org 0100 DSS Admin
		156	010	1100			5100			35,008		Permanent
		156	010	1100			5500			9,025		Fringe
		156	010	1100			5550			4,900		Insurance
											48,933	PS Subtotal
		156	010	1100			7100			4,013		Indirect Costs
											4,013	
											52,946	Total Org 1100 CFSD
		156	010	0161			6060			205,342		Pass Through
		156	010	0161			7100			1,437		Indirect Costs
											206,779	Subtotal Org 0161
		156	010	0161	2004		6110			5,000		MCCF Budget - Prof Svs
		156	010	0161	2004		7100			410		MCCF Budget - Indirect
											5,410	
		156	010	0161	2004		8400			20,000		MCCF Budget - Equipment
											25,410	MCCF Net Increase
		100	010	0104			7608			285,135		CFSD/MCCF Cash Transfer
		100	045	7410						25,000	25,000	Contingency
											310,135	
		400	040	7531			6520			(24,080)	(24,080)	Insurance
		402	040	7990			6140			(5,467)	(5,467)	Telephone
		401	030	5920			6230			(1,698)	(1,698)	Motor Pool
		404	030	7345			6200			(4,593)	(4,593)	Distribution Services
										255,158	255,158	

CFS 7

REVENUES

TRANS EB GM []

TRANS DATE: _____

ACCTING PERIOD: _____

BUDG FY: 93/94

Doc No.	Action	Fund	Agency	Org	Activity	Report Cat	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1100			7601			52,946	52,946	CGF - 1100
		156	010	0161			7601			206,779	206,779	CGF - 0161
		156	010	0161	2004		7601			25,410	25,410	CGF - MOCF Budget
		100	045	7410			6602			5,860	5,860	Svs Reim F/S to GF
		400	040	7531			6602			(24,080)	(24,080)	Svs Reim F/S to Ins Fund
		402	040	7990			6602			(5,467)	(5,467)	Svs Reim F/S to Tele Fund
		401	030	5920			6602			(1,698)	(1,698)	Svs Reim F/S to Fleet Fund
		404	030	7345			6602			(4,593)	(4,593)	Svs Reim F/S to Dist Fund
										255,158	255,158	

File: c:\12\3\9394\budmod\dsrbud.wk3



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

MEMORANDUM

TO: Board of County Commissioners

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

DATE: June 15, 1994

SUBJECT: Budget Modification CFSD # 7

I. Recommendation/Action Requested:

The Community and Family Services Division (CFSD) recommends approval of Budget Modification CFSD # 7. This modification deletes funding for the Department of Social Services, transfers \$279,275 to Community & Family Services Division budget and returns \$25,000 to General Fund Contingency.

II. Background/Analysis:

This modification is necessary to transfer the balance of the unexpended budget from the Department of Social Services to Community and Family Services Division to pay for contractual commitments made over the past several months. \$159,342 of the CGF will cover a State funding shortfall within the Youth Program Office. When the final State funding allocations for FY 93/94 were received, amounts were significantly less than anticipated. This transfer is necessary to cover the programs that continued to provide full services through FY 93/94. Contract amounts for FY 94/95 have been adjusted to reflect the lower State funding allocations.

The transfer also funds a commitment to the winter youth shelter (\$22,000) and (\$24,000) to Portland Public Schools subsidizing AFS payments to the Infant Toddler Program.

Additionally, the modification allows for \$25,000 in start up and move costs for the newly created Multnomah Commission on Children and Families and pays the salary of the CFSD Deputy Director position (\$48,933) from November 1993 through June 1994. The remaining balance of \$25,000 is returned to contingency.

Due to Division budget staffing constraints and vacancies, this budget modification, along with other "housekeeping" bud mods were put on the back burner. Only now has time been available to prepare this information and bring it forward to the Board for approval.

Page 2
June 15, 1994
Budget Modification CFSD # 7

III. Financial Impact:

Financial impact is a one time only increase to the Community and Family Services Division in the amount of \$279,275 and a \$25,000 increase to County General Fund Contingency.

IV. Legal Issues:

Not Applicable.

V. Controversial Issues:

Not Applicable.

VI. Link to Current County Policies:

Not Applicable.

VII. Citizen Participation

Not Applicable.

VIII. Other Government Participation:

Not Applicable.

Attachment

(06149401/kt)

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT:

DIVISION:

CFSD

CONTACT:

SUSAN CLARK/KATHY TINKLE

PHONE:

6858

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

LOLENZO POE/SUSAN CLARK

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

Budget Modification # CFSD 8 increases budgeted revenues in the Community and Family Services Division by a net total of \$ 1,329,069 to reflect changes in State Mental Health Division revenue for Plan Amendment Approval Forms (PAAF) #21-29 and 31-74.

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

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

This budget modification makes a variety of changes within the CFSD budget to reflect changes in State Mental Health Division funding levels for PAAF# 21-29 and 31-74. PAAF# 30 which appropriates Target City funds will be included in a forthcoming Budget Modification. This modification impacts Administration, the Developmental Disabilities Program (DD), the Adult Mental Health Program (AMHP), the Child and Adolescent Mental Health Program (CAMHP) and the Alcohol & Drug Program (A&D).

The significant increases (\$913,391) in the DD Program include allocation of a cost of living increase on state contracted services; relocation of 5 individuals from a Coos County residential provider; continued downsizing of Fairview; and expected movement of individuals between providers.

The increases in the Adult Mental Health Program, a net of \$230,507, is due to increased funding allocation to the Passages project, a Dammasch downsizing project.

The A&D Program increases include an increased allocation for HIV/AIDS Community Outreach.

Local Administration funds increase as a result of service funding increases in DD & A&D. Transfers \$ 20,000 from unallocated one time only carry over to pay for move/equipment costs related to the creation of the new Community & Family Services Division.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increases State Mental Health LA funding by	\$6,690
Increases State Mental Health A&D funding by	\$125,095
Decreases State Mental Health DD funding by	\$913,391
Increases State Mental Health MHS funding by	\$230,507
Increases County General Fund Indirect by	\$19,222
Increases the Service Reimb from Fed/State Fund to General Fund by	\$19,222
Increase the Service Reimb from Fed/State Fund to Insurance Fund by	\$9,442
Increase the Service Reimb from Fed/State Fund to Fleet Fund by	\$5,500

TOTAL \$1,329,069

BOARD OF
COUNTY COMMISSIONERS
MULTI-NOMAH COUNTY
OREGON
1994 JUN 21 PM 12:17

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

Fund Contingency BEFORE THIS MODIFICATION (as of _____):

\$

(Specify Fund)

AFTER THIS MODIFICATION:

\$

Originated By:

Date:

Department Director:

Date:

Plan/Budget Analyst:

Date:

Employee Services:

Date:

Board Approval:

Date:

EXPENDITURES

BUDGET MODIFICATION NO. CFSD 8

TRANS EB GM

TRANS DATE: _____

ACCTING PERIOD: _____

Budget Fiscal Year: 93/94

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
		156	010	1100			5100			21,808		Permanent
		156	010	1100			5500			6,884		Fringe
		156	010	1100			5550			4,258		Ins Benefits
		156	010	1100			6060			(20,000)		Pass Through
		156	010	1100			6110			7,258		Professional Svcs
		156	010	1100			7100			1,657		Indirect @ 8.2%
		156	010	1100			8400			35,357		Equipment
											57,222	TOTAL ORG 1100
		156	010	1210			6230			7,236		Supplies
		156	010	1210			7100			593		Indirect @ 8.2%
											7,829	TOTAL ORG 1210
		156	010	1215			6060			768,542		Pass Through
		156	010	1215			7100			5,380		Indirect @ .7%
											773,922	TOTAL ORG 1215
		156	010	1270			5100			28,292		Permanent
		156	010	1270			5500			7,624		Fringe
		156	010	1270			5550			5,184		Insurance
		156	010	1270			6110			10,000		Professional Svcs
		156	010	1270			6120			5,500		Printing
		156	010	1270			6170			2,500		Rental
		156	010	1270			6180			3,500		Repairs & Maintenance
		156	010	1270			6200			1,945		Postage
		156	010	1270			6230			25,000		Supplies
		156	010	1270			6270			2,000		Food
		156	010	1270			6320			6,500		Conf & Conv
		156	010	1270			6330			3,500		Local Travel
		156	010	1270			7300			5,500		Motor Pool
		156	010	1270			7100			8,778		Indirect @ 8.2%
		156	010	1270			8400			50,000		Equipment
											165,823	TOTAL ORG 1270
		156	010	1302			6110			10,699		Professional Svcs
		156	010	1302			7100			877		Indirect @ 8.2%
											11,576	TOTAL ORG 1302
		156	010	1305			6060			219,808		Pass Through
		156	010	1305			7100			1,539		Indirect @ .7%
											221,347	TOTAL ORG 1305
		156	010	1415			6060			56,788		Pass Through
		156	010	1415			7100			398		Indirect @ .7%
											57,186	TOTAL ORG 1415
		100	010	0104			7608			19,222	19,222	Cash Transfer (Indirect)
		400	040	7531			6520			9,442	9,442	Insurance
		401	030	5920			6230			5,500	5,500	Motor Pool
B										\$1,329,069	\$1,329,069	GRAND TOTAL

REVENUES

BUDGET MODIFICATION NO. CFSD 8

TRANS EB GM

TRANS DATE: _____

ACCTING PERIOD: _____

Budget Fiscal Year: 93/94

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1100			2605			(12,742)		SMHD LA
		156	010	1100			2605			68,307		SMHD A&D
		156	010	1100			7601			1,657		CGF Indirect
											57,222	TOTAL ORG 1100
		156	010	1210			2605			19,432		SMHD LA
		156	010	1210			2605			(12,196)		SMHD DD
		156	010	1210			7601			593		CGF Indirect
											7,829	TOTAL ORG 1210
		156	010	1215			2605			768,542		SMHD DD
		156	010	1215			7601			5,380		CGF Indirect
											773,922	TOTAL ORG 1215
		156	010	1270			2605			157,045		SHMD DD
		156	010	1270			7601			8,778		CGF Indirect
											165,823	TOTAL ORG 1270
		156	010	1302			2605			10,699		SMHS MHS
		156	010	1302			7601			877		CGF Indirect
											11,576	TOTAL ORG 1302
		156	010	1305			2605			219,808		SMHD MHS
		156	010	1305			7601			1,539		CGF Indirect
											221,347	TOTAL ORG 1305
		156	010	1415			2605			56,788		SMHD A&D
		156	010	1415			7601			398		CGF Indirect
											57,186	TOTAL ORG 1415
		100	045	7410			6602			19,222	19,222	Svc Reimb F/S to Gen Fund
		400	040	7531			6602			9,442	9,442	Svc Reimb F/S to Insurance
		401	030	5920			6602			5,500	5,500	Svc Reimb F/S to Fleet
B										1,329,069	1,329,069	GRAND TOTAL

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE	POSITION TITLE	ANNUALIZED			
		BASE PAY	FRINGE	INSUR	TOTAL
1.00	Financial Specialist 1	\$26,170	\$8,260	\$5,110	\$39,540
1.00	Financial Specialist 1	\$26,170	\$8,260	\$5,110	\$39,540
1.00	Case Manager 2	\$28,292	\$7,623	\$5,185	\$41,100
1.00	Case Manager 2	\$28,292	\$7,623	\$5,185	\$41,100
1.00	Case Manager 2	\$28,292	\$7,623	\$5,185	\$41,100
1.00	Case Manager 2	\$28,292	\$7,623	\$5,185	\$41,100
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
6.00	TOTAL ANNUALIZED CHANGES	\$165,508	\$47,012	\$30,960	\$243,480

C

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.)

FTE	POSITION TITLE	EXPLANATION	CURRENT YEAR			
			BASE PAY	FRINGE	INSUR	TOTAL
0.42	Financial Specialist 1	Work Period: 2/1-6/30/94 Org: 1100	\$10,904	\$3,442	\$2,129	\$16,475
0.42	Financial Specialist 1	Work Period: 2/1-6/30/94 Org: 1100	\$10,904	\$3,442	\$2,129	\$16,475
0.25	Case Manager 2	Work Period: 4/1-6/30/94 Org: 1270	\$7,073	\$1,906	\$1,296	\$10,275
0.25	Case Manager 2	Work Period: 4/1-6/30/94 Org: 1270	\$7,073	\$1,906	\$1,296	\$10,275
0.25	Case Manager 2	Work Period: 4/1-6/30/94 Org: 1270	\$7,073	\$1,906	\$1,296	\$10,275
0.25	Case Manager 2	Work Period: 4/1-6/30/94 Org: 1270	\$7,073	\$1,906	\$1,296	\$10,275
						\$0
						\$0
						\$0
						\$0
						\$0
1.84	TOTAL CURRENT FISCAL YEAR CHANGES		\$50,100	\$14,508	\$9,442	\$74,050

C



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
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BOARD OF COUNTY COMMISSIONERS
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

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

DATE: June 17, 1994

SUBJECT: Budget Modification CFSD # 8

I. Recommendation/Action Requested:

The Community and Family Services Division (CFSD) recommends approval of Budget Modification CFSD # 8. This modification increases budgeted State revenues by a net total of \$1,329,069 as the result of changes in State Mental Health Division revenue received in Plan/Amendment Approval Forms (PAAF's) #21 through #29 and #31 through #74.

II. Background/Analysis:

This modification is the one of several "housekeeping" bud mods that will come before the Board during the last weeks of this fiscal year. This modification helps to bring the CFSD County budget in line with actual State Mental Health Grant revenue allocations.

The Community and Family Services Division has a biennial intergovernmental agreement with the State Mental Health and Developmental Disabilities Services Division to provide mental health services. The funding allocation of this agreement is amended many times during the course of the biennium through PAAF's. The Division has received and processed over 88 PAAF's during this fiscal year, with the majority of them being received since we began work on the FY 94/95 budget process. PAAF's allocate increases and decreases in funding for current services and also fund new services. With the acceptance of the changes, contract amendments are processed with community services providers to initiate the actions. Specifically this modification will make the following changes:

The allocation to the Developmental Disabilities Program (DD), is increased \$913,391 as a result of State cost of living adjustments, the relocation of 5 individuals from Coos County and continued downsizing of Fairview.

Page 2
Budget Modification
June 17, 1994

The Adult Mental Health Program (AMHP) Contracts budget is increases \$230,507 due to additional funding for the Dammasch downsizing. The Alcohol and Drug contracts budget is increased to reflect additional allocation for HIV/AIDS community outreach.

In addition Local Administration funding is increased \$6,690 as a result of the program changes in the DD and A&D programs.

III. Financial Impact:

Although there are several increases and decreases in individual programs and service elements, the revenue changes reflect a net increase to the division of \$1,329,069.

IV. Legal Issues:

Not Applicable.

V. Controversial Issues:

Not Applicable.

VI. Link to Current County Policies:

Not Applicable.

VII. Citizen Participation:

Not Applicable.

VIII. Other Government Participation:

Not Applicable.

Attachment

(06179401/kt)

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____

(Date)

DEPARTMENT: _____

DIVISION: CFSDCONTACT: SUSAN CLARK / KATHY TINKLEPHONE: 6344 / 6858* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: LOLENZO POE / SUSAN CLARKSUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification No. CFSD # 9 increases budgeted revenue in the Community and Family Services Division and the Sheriff's Office by a net total of \$ 959,437. The increase reflects revenue changes for the Target Cities Federal Grant covered by Plan Amendment Approval Form (PAAF) #30.

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

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

This modification appropriates revenue awarded as the Target Cities Grant via the State Mental Health Grant. The Target Cities grant will pay for a demonstration project to manage the treatment of substance abusers, including offenders in County correctional facilities who have alcohol and drug problems.

The proposal involves central assessment of client needs, referral to appropriate services, in-depth outcome evaluation and tracking through automated data systems.

This bud mod appropriates funding for the "Planning Phase" which runs through June 30, 1994 with the "Implementation Phase" to begin July 1. Funds to support this next phase are already included in the FY 94/95 Adopted Budget.

The planning phase involves activities in the Alcohol and Drug Program of CFSD and the an in-jail portion budgeted in the Sheriff's Office.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increases State Mental Health A&D (CFSD Target Cities) funding by	\$785,030
Increases State Mental Health A&D (Sheriff's Target Cities) funding by	\$174,407
Increases the Service Reimb from Fed/State Fund to General Fund by	\$33,323
Increases the Service Reimb from Fed/State Fund to Insurance Fund by	\$32,503
Increases the Service Reimb from Fed/State Fund to Telephone Fund by	\$3,500
Increases the Service Reimb from Fed/State Fund to Building Mgmt Fund by	\$4,984
Increases the Service Reimb from Fed/State Fund to Distribution Fund by	\$3,900

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

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

Originated By: <u>Susan Clark</u>	Date: <u>6/17/94</u>	Department Director: <u>L. Poe</u>	Date: <u>6/17/94</u>
Plan/Budget Analyst: <u>David C. Starren</u>	Date: <u>6/20/94</u>	Employee Services: <u>C. Rumbas</u>	Date: <u>6/20/94</u>
Board Approval: <u>Deborah C. Royston</u>	Date: <u>6/30/94</u>		

EXPENDITURES

BUDGET MODIFICATION NO. CFSD # 9

TRANS EB GM

TRANS DATE: _____

ACCTING PERIOD: _____

Budget Fiscal Year: 93/94

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
		156	010	1413			5100			108,585		Permanent
		156	010	1413			5200			20,210		Temporary
		156	010	1413			5500			40,760		Fringe
		156	010	1413			5550			17,552		Insurance
		156	010	1413			6060			490,823		Pass Through
		156	010	1413			6110			21,800		Professional Services
		156	010	1413			6230			10,175		Supplies
		156	010	1413			6270			400		Food
		156	010	1413			6310			16,000		Education & Training
		156	010	1413			7150			2,000		Telephone
		156	010	1413			7400			4,984		Building Management
		156	010	1413			7560			1,500		Distribution & Postage
		156	010	1413			7100			23,441		Indirect
		156	010	1413			8400			26,800		Equipment
											\$785,030	TOTAL ORG 1413
		156	025	4118			5100			63,653		Permanent
		156	025	4118			5200			6,276		Temporary
		156	025	4118			5300			22,931		Overtime
		156	025	4118			5400			217		Premium
		156	025	4118			5500			25,138		Fringe
		156	025	4118			5550			14,951		Insurance
		156	025	4118			6110			7,800		Professional Fees
		156	025	4118			6120			826		Printing
		156	025	4118			6230			7,700		Supplies
		156	025	4118			6310			7,399		Education & Travel
		156	025	4118			6330			1,734		Local Travel
		156	025	4118			7150			1,500		Telephone
		156	025	4118			7560			2,400		Distribution & Postage
		156	025	4118			7100			9,882		Indirect 6.08%
		156	025	4118			8400			2,000		Equipment
											\$174,407	TOTAL ORG 4118
		100	045	9510						33,323	33,323	Contingency
		400	040	7531			6520			32,503	32,503	Insurance
		402	040	7990			6140			3,500	3,500	Telephone
		100	030	5610			7400			4,984	4,984	Building Management
		404	030	7345			6200			3,900	3,900	Distribution & Postage
B										\$1,037,647	\$1,037,647	GRAND TOTAL

BUDGET MODIFICATION NO. CFSD # 9

Budget Fiscal Year: 93/94

C:\LOTUS\9394\BUDMODS\CFSD9.WK3 17-Jun-94DATE

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE	POSITION TITLE	ANNUALIZED			
		BASE PAY	FRINGE	INSUR	TOTAL
1.00	Project Director	\$54,456	\$17,186	\$6,360	\$78,002
1.00	Deputy Project Director	\$43,872	\$13,848	\$5,968	\$63,688
1.00	Office Assistant Senior	\$26,748	\$8,439	\$5,134	\$40,321
1.00	Program Development Specialist 1	\$29,736	\$9,924	\$5,172	\$44,832
1.00	Program Development Specialist 2	\$29,736	\$9,924	\$5,172	\$44,832
1.00	MIS Administrator	\$43,056	\$13,783	\$7,430	\$64,279
0.50	Program Evaluation Director	\$19,392	\$6,123	\$2,947	\$28,462
1.00	Corrections Counselor Supervisor	\$39,672	\$10,264	\$6,941	\$56,877
5.00	Alcohol and Drug Evaluation Specialist	\$146,161	\$37,812	\$30,599	\$214,572
1.00	Office Assistant 2	\$20,880	\$5,401	\$5,616	\$31,897
					\$0
					\$0
					\$0
13.50	TOTAL ANNUALIZED CHANGES	\$453,709	\$132,714	\$81,339	\$667,762

C

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.)

FTE	POSITION TITLE	EXPLANATION	CURRENT YEAR			
			BASE PAY	FRINGE	INSUR	TOTAL
0.50	Project Director	10/1/93-3/31/94 ORG 1413	\$27,228	\$8,593	\$3,180	\$39,001
0.25	Deputy Project Director	4/1-6/30/94 ORG 1413	\$10,968	\$3,462	\$1,492	\$15,922
0.58	Office Assistant Senior	12/1/93-6/30/94 ORG 1413	\$15,603	\$4,923	\$2,995	\$23,521
0.50	Prgm Developmt Spec 1	1/1-6/30/94 ORG 1413	\$14,868	\$4,962	\$2,586	\$22,416
0.25	Prgm Developmt Spec 2	4/1-6/30/94 ORG 1413	\$7,434	\$2,481	\$1,293	\$11,208
0.42	MIS Administrator	2/1-6/30/94 ORG 1413	\$17,940	\$5,747	\$3,096	\$26,783
0.38	Prgm Evaluation Director	10/1/93-6/30/94 ORG 1413	\$14,544	\$4,592	\$2,210	\$21,346
0.25	In Jail Temporary Staff	Variable ORG 1413	\$20,210	\$6,000	\$700	\$26,910
0.38	Corrections Couns Sup	2/15-6/30/94 ORG 4118	\$14,877	\$3,849	\$2,602	\$21,328
1.46	A&D Evaluation Spec	3/15-6/30/94 ORG 4118	\$42,679	\$11,041	\$8,935	\$62,655
0.29	Office Assistant 2	3/15-6/30/94 ORG 4118	\$6,097	\$1,577	\$1,640	\$9,314
5.26	TOTAL CURRENT FISCAL YEAR CHANGES		\$192,448	\$57,227	\$30,729	\$280,404

C



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *LP*
Community and Family Services Division

DATE: June 17, 1994

SUBJECT: Budget Modification CFSD # 9

I. Recommendation/Action Requested:

The Community and Family Services Division (CFSD) recommends approval of Budget Modification CFSD # 9. This modification increases budgeted revenues by a net total of \$785,030 in CFSD and \$174,407 in the Sheriff's Office as the result of the Target Cities Grant award received via PAAF #30 to the State Mental Health Intergovernmental Agreement.

II. Background/Analysis:

This modification is one of several "housekeeping" modifications that will come before the Board during these last few weeks of the fiscal year. This modification will bring the CFSD County budget in line with actual Target Cities Grant award that we are receiving via the State Mental Health Grant.

Preparation of this modification actually began in December, but due to staff time being devoted to the FY 94/95 budget process and ongoing program negotiations with the State and Feds regarding the Target Cities budget, this action was put on hold.

The Center for Substance Abuse Treatment (CSAT) Target Cities Grant will pay for a demonstration project to manage the treatment of substance abusers, including offenders in County correctional facilities who have alcohol and drug problems. The proposal involves central assessment of client needs, referral to appropriate services, in-depth outcome evaluation and tracking through automated data systems. It is intended to identify the most cost-effective services and to move toward performance based contract reimbursement. The Board was previously briefed on the Target Cities Grant, most recently during the FY 94/95 budget worksessions.

Page 2
Budget Modification
June 17, 1994

The attached budget modification appropriates funding for the "planning phase" of the project. The funding for the "implementation phase" beginning in July has been included in our FY 94/95 Adopted Budget.

III. Financial Impact:

This modification increases the CFSD Alcohol and Drug Program budget by \$785,030 and the Sheriff's Office budget by \$174,407.

IV. Legal Issues:

Not Applicable.

V. Controversial Issues:

Not Applicable

VI. Link to Current County Policies:

Not Applicable.

VII. Citizen Participation

Not Applicable.

VIII. Other Government Participation:

Not Applicable.

Attachment

(06179402/kt)

MEETING DATE: JUN 30 1994

AGENDA NO: R-20

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Purchase of Real Property for affordable housing purposes.

BOARD BRIEFING **Date Requested:** June 28, 1994

Amount of Time Needed: 30 minutes

REGULAR MEETING: **Date Requested:** June 30, 1994

Amount of Time Needed: 15 minutes

DEPARTMENT: Community Development Pro. **DIVISION:** Children & Family Services

CONTACT: Cecile Pitts **TELEPHONE #:** 249-3114
BLDG/ROOM #: 412/238

PERSON(S) MAKING PRESENTATION: Lorenzo Poe, Cecile Pitts

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Purchase of real property adjacent to the Willow Tree Inn homeless housing facility in Gresham, using federal CDBG funds. See attached memorandum for further project discussion.

6/30/94 ORIGINAL Purchase & Sale Agreement &
Certified true copy of order & agreement
to HC Tupper (pickup)

RECEIVED BY
COUNTY COMMISSIONER
1994 JUN 22 AM 10:51
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



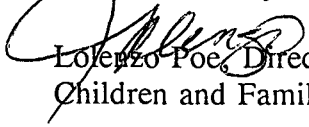
MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000
2115 S.E. MORRISON
PORTLAND, OREGON 97214
FAX: (503) 248-3048

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

MEMORANDUM

TO: Board of County Commissioners

FROM:  Lorenzo Poe, Director
Children and Families Services

Robert Oberst, Facilities and Property
Management

Cecile Pitts, Director 
Community Development Program

DATE: June 20, 1994

REQUESTED PLACEMENT: June 30, 1994

SUBJECT: Order Approving Purchase of Real Property for Community and Family Services
Division Affordable Rental Housing Development

I. Recommendation/Action Requested: The Children and Families Services Division, Community Development Program, recommends Board of Commissioners approval of PURCHASE AND SALE AGREEMENT pursuant to which the County will purchase land located at the west margin of Kelly Street about 220 feet north of Division Street in the City of Gresham, Oregon for development as affordable rental housing for low income families.

II. Background Analysis: Last year the County approved funding for site acquisition for an affordable rental housing project to serve low income families in the Urban County target area.

The site acquisition was designed to be part of a complete project using federal HOME Investment Partnership funds for construction. County staff were responsible for negotiating

purchase and acquisition of a suitable site to carry out the project.

The identified site is located at the west margin of Kelly Street about 220 feet north of Division in Gresham, Oregon. It is immediately adjacent to the property on which the Willow Tree Inn family shelter is located. The site is .863 acres in size and zoned HRD-60. Staff estimate between 20 and 24 units can be developed on the parcel.

The City of Gresham Community Development Program has approved City CDBG funds for a day care, Headstart class room as part of the housing development. The community room will be accessible to the program at the family shelter. Discussions have also been initiated with the State of Oregon Department of Housing and Community Services regarding availability of State Housing Trust funds; the appropriate funding cycle for this project is Fall 1994 or Spring 1995.

\$300,000 in HOME funds have been set aside to be part a development request for proposals for this project. The project is designed to be carried out through a Community Housing Development Organization (CHDO). CHDO's are community based development agencies with special recognition under the federal HOME program. In order to receive federal HOME funds, a portion of the funds must be used through approved CHDO agencies. This project will meet the County's CHDO obligation under the countywide HOME consortium agreement.

The RFP and development process will be coordinated by the County Community Development Program. The process will be carried out in compliance with County and federal procurement procedures.

The community based advisory function will be carried out by the East County Shelter Projects Inc. The Gresham CDBG advisory committee will be contacted for comments and advice as the project moves along.

III. Financial Impact: The property acquisition is funded with federal Community Development Block Grant funds allocated to the County under the Urban County CDBG program. The purchase price of \$150,000 is supported by an appraisal by Steven C. Bottemiller, MAI.

Maintenance costs of the property may be incurred by the County during the predevelopment period. These costs are eligible under federal CDBG guidelines.

The property will be developed using in part federal HOME Investment Partnerships funds received by the County through the HOME Consortium. The development funding will be controlled by a separate contract executed after the developer selection process is completed.

IV. Legal Issues: The project will carried out in compliance with federal state and local regulation. This includes federal property acquisition, procurement, equal opportunity, environmental review, program benefit, fair housing, labor standards, accessibility, and lead based paint.

V. Controversial Issues: The project has been presented to the public as part of the County's housing program during the 1993 and 1994 budget and hearing process. It has been reviewed by the citizen participation boards described below. No testimony of controversy has been received.

The property is zoned appropriately for the development of low income affordable rental housing. The project may involve a zoning hearing to provide for the community service use permit required for the community room and related programs.

Such zoning hearing process was required for the development of the Willow Tree Inn Family Shelter (located just south of the property). The development team associated with the shelter performed considerable community canvassing to inform the neighbors and community at large about the Willow Tree project and program approach. This was recognized by the develop team to have resolved the worst of the NIMBY (Not In My Back Yard) syndrome for the shelter project.

The subject property is surrounded on two sides by Gresham High School ball fields and Willow Tree Inn Family shelter to the south. The property is protected and somewhat circumscribed.

VI. Link to Current County Policies: The project has been identified as a priority one activity under the local Comprehensive Housing Affordability Strategy (CHAS).

The project is in compliance with CHAS goal E: Develop affordable rental housing.

VII. Citizen Participation: The project was reviewed through the County Community Development public hearing process for both the CDBG and HOME award of funding. The process included review by the County Policy Advisory Board for the Block Grant which provides advice and comment to the County Board on the Budget and policies of the Community Development Block Grant and annual use of HOME funds targeted for the Urban County program.

The Policy Advisory Board held a public hearing on the project as part of the 1993 CDBG hearing process. The project was also submitted for review and comment by the Housing and Community Development Commission (HCDC).

VIII. Other Governmental Participation: The Multnomah County Policy Advisory Board for the Block Grant is comprised of appointed representatives of the County and the participating cities in the Urban County program: Fairview, Troutdale, Maywood Park, Wood Village and Lake Oswego. The HCDC is an interjurisdictional Board comprised of representatives of the Cities of Gresham and Portland and Multnomah County.

In the Matter of the Acquisition)
of Real Property for the) ORDER
Community and Family Services) # 94-126
Community Development Program)

16/division.ord

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 1994 between Charles D. Dempsey and Myrna L. Dempsey (Seller) and Multnomah County, Oregon (Purchaser).

RECITALS

A. Seller owns certain real property (Property) situated in Multnomah County, Oregon and more particularly described in Exhibit A of this agreement.

B. Seller desires to sell and Purchaser desires to purchase the Property for the price and upon the terms and conditions recited below.

TERMS AND CONDITIONS

1. Purchase and Sale: Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property for the price and in accordance with the terms and conditions set forth in this Agreement.

2. Purchase Price and Payment: The purchase price for the Property shall be One Hundred Fifty Thousand Dollars (\$150,000.00), payable in full in cash upon closing.

3. Title: Seller shall furnish to Purchaser, within ten days from the date hereof, a preliminary title report covering the Property, to be prepared by Fidelity National Title Company of Oregon (Fidelity); Purchaser shall have fifteen days from the receipt of said title report to examine the condition of title to the Property and notify Seller of any objections to exceptions to title shown therein. Not later than five days following Seller's receipt of Purchaser's objections, Seller shall notify Purchaser in writing either that Seller will remove the objectionable exceptions, or that Seller is terminating this Agreement. If Seller terminates this Agreement, the Agreement shall be null and void, and neither party shall have or make any claim against the other, and any provision of this Agreement to the contrary notwithstanding. Failure to notify Seller of such objections within said time shall be deemed approval by Purchaser of any exceptions to which Purchaser fails to object.

4. Warranty Deed, Title Insurance and Closing Expenses:

Upon closing, the Property shall be conveyed by Seller by statutory warranty deed, free of encumbrances except for the approved exceptions as provided in paragraph 3 above and Seller shall deliver exclusive possession of the Property to Purchaser. Seller, at its expense will furnish to Purchaser a standard form of owner's title insurance policy in the amount of the purchase price insuring title to be vested in Purchaser subject only to the usual printed exceptions and the exceptions authorized to be included in the statutory warranty deed. The sale will be closed in escrow by Fidelity and the escrow fees will be shared equally by Seller and Purchaser.

5. Closing Date: Closing will take place by August 1, 1994. In the event that closing is delayed beyond August 1, 1994 as a result of Seller's inability to close and deliver exclusive possessions of the Property to Purchaser by August 1, 1994, Purchaser shall have the right to terminate this Purchase and Sale Agreement upon five (5) days written notice, excluding Saturdays, Sundays and Legal Holiday, to Seller. Prior to the Closing Date, each party will deposit with Fidelity the funds, documents and instruction necessary for closing.

6. Prorations:

(a) **General:** For purposes of calculating prorations, Purchaser shall be deemed to be entitled to the Property, therefore entitled to any income and responsible for the expenses, commencing on the day after the Closing Date and the reference to the Closing Date in this paragraph 6 shall be construed as August 1, 1994 or such earlier date as closing shall occur.

(b) **Taxes and Assessments:** Real property taxes and assessments shall be prorated as of the Closing Date.

(c) **Operating Expenses:** All utility service charges for electricity, heat and air conditioning service, other utilities, and other expenses incurred in operating the Property that Seller customarily pays in the ordinary course of operation of the Property shall be prorated on an accrual basis. Seller shall pay all such expenses that accrue prior to the Closing Date. To the extent possible, Seller and Purchaser shall obtain billings and meter readings as of the Closing Date to aid in such prorations.

(d) **Service Contracts:** Amounts payable under service contracts shall be prorated as of the Closing Date on an accrual basis. Seller shall pay all amounts due thereunder which accrue prior to the Closing Date and Purchaser shall pay all amounts accruing from and after the Closing Date; provided, however that Purchaser shall not be deemed to have assumed or

required to assume any liability or responsibility for such service contracts.

(e) **Adjustments:** Prorations, if and to the extent known and agreed upon as of the Closing Date, shall be paid by Purchaser to Seller (if the prorations result in a net credit to Seller) or by Seller to Purchaser (if the prorations result in a net credit to Purchaser), by adjusting the cash to be paid by Purchaser at closing. Any such adjustments not determined or not agreed upon as of the Closing Date shall be paid by Purchaser to Seller, or by Seller to Purchaser, as the case may be, in cash as soon as practicable following the closing of escrow.

7. Condition of Property:

(a) No representations as to the condition or repair of the Property have been made by Seller or any agent of Seller except as expressly set forth in this Agreement. No agreement to alter, repair or remove the Property has been made by Seller or by any agent of Seller and except as otherwise herein provided, Purchaser shall take the Property "as is" and in the condition existing at the closing Date, subject to the condition that the Property shall be in substantially the same condition at the Closing Date as at the time of execution of this Agreement, ordinary wear and tear excepted.

(b) Purchaser shall have a period of fifteen (15) days from the date hereof in which to inspect the Property and to object, in writing to Seller, to any condition of the Property unsatisfactory to Purchaser. Seller shall eliminate any such conditions to the satisfaction of Purchaser prior to the Closing Date or, at its election, Seller may terminate this Purchase and Sale Agreement by written notice to Purchaser with fifteen (15) days after receipt of said written objections from Purchaser. Purchaser shall be deemed to have waived any objections to conditions of the Property if it does not notify Seller thereof as herein provided.

8. Casualty or Condemnation: In the event that, prior to the Closing Date, condemnation proceedings are commenced against the Property or any part thereof or if the Property or any part thereof is destroyed or damaged and not restored or agreed to be restored by Seller, then, at Purchaser's option, (i) this Agreement shall terminate and neither party shall have any further rights or obligations hereunder, or (ii) the closing shall proceed as provided pursuant to this Agreement and Purchaser shall receive any and all insurance or condemnation proceeds attributable to casualty or condemnation, which proceeds shall not be credited against Purchaser's obligation to pay the purchase price.

9. Brokers: Purchaser represents to Seller that it has not employed or dealt with any real estate brokers, sales persons or finders in connection with this sale and purchase. Seller will be responsible for the commission due to any real estate brokers, agents or finders employed by Seller.

10. Remedies: There is no earnest money in connection with this Purchase and Sale. In the event of a breach or default by either party, the other party shall be entitled to such remedies for breach of contract as may be available under applicable law.

11. Entire Agreement: This instrument is the entire, final and complete agreement of the parties pertaining to the Sale and Purchase of the Property, and supersedes and replaces all written or oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned. Neither party shall be bound by any promises, representations or agreements except as are herein expressly set forth.

12. Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when actually delivered in person or forty eight (48) hours after having been deposited in the United States mail as certified or registered mail addressed as follows:

Seller: Charles D. and Myrna Dempsey
P.O. Box 525
Gresham, Oregon 97030-0125

Purchaser: Multnomah County Property Management
2505 S.E. 11th Avenue
Portland, Oregon 97202

13. Attorney Fees: In the event any controversy or claim arises under this Agreement, the prevailing party shall be entitled to its reasonable costs, disbursements and attorney fees together with all expenses which it may reasonably incur in taking such action, including, but not limited, to costs incurred in searching records, expert witnesses and consulting fees, discovery depositions whether or not introduced into evidence in the trial, hearing or other proceeding and travel expenses in any arbitration, trial or other proceeding, including any proceeding brought to enforce an award of judgement and any and all appeals

taken therefrom.

14. Nonwaiver: Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

15. Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon.

16. Captions: All captions and paragraph heading used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

17. Binding Effect: The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

18. Fire Protection: The property described in this instrument may not be within a fire protection district protecting structures. The property is subject to land use laws and regulations, which, in farm or forest zones, may not authorize construction or siting of a residence and which limit lawsuits against farming or forest practices as defined in ORS 30.930 in all zones. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and existence of fire protection for structures.

19. Agreement as Offer: The execution of this Agreement by the first party to do so constitutes an offer to purchase or sell the Property and the subsequent execution of the Agreement with changes to the Agreement constitutes a counteroffer to purchase or to sell the Property. Unless within ten (10) days from the date of execution or last initialing of this Agreement by the party making an offer or counteroffer, this Agreement is executed by the other party and a fully-executed copy is delivered to and accepted by the Escrow Agent, the offer of this Agreement will be null and void and withdrawn.

IN WITNESS WHEREOF, the parties have executed this Agreement
as of the date first above written.

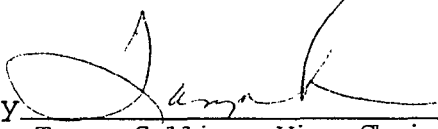
SELLER:

Charles D. Dempsey

Myrna L. Dempsey

PURCHASER:

Multnomah County, Oregon

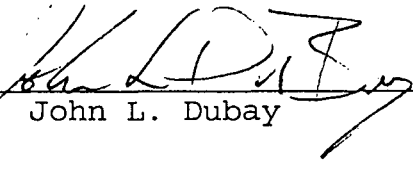
By _____
Tanya Collier, Vice-Chair

COUNSEL

REVIEWED:

LAURENCE KRESSEL, COUNTY

FOR MULTNOMAH COUNTY, OREGON

By _____
John L. Dubay

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-20 DATE 6/30/94
DEB BOGSTAD
BOARD CLERK

EXHIBIT A

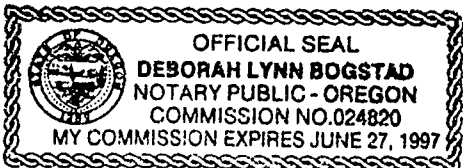
A tract of land situated in the Southwest one-quarter of Section 3, Township 1 South, Range 3 East of the Willamette Meridian, in the City of Gresham, County of Multnomah and State of Oregon, being more particularly described as follows:

Beginning at the most southerly southwest corner of that certain tract of land conveyed to Union High School District UT-20JT by contract recorded November 27, 1974 in Book 1017, page 1427, Deed Records of said County; thence N. 89°10'15"E., along the south line thereof, a distance of 141.58 feet to a point in the west right-of-way line of N.E. Kelly Street; thence N. 0°34'05"E., along said right-of-way line, a distance of 117.80 feet to an iron rod; thence N. 89°25'55"W., at right angles to said west right-of-way line, a distance of 309.77 feet to an iron rod in the west line of that certain tract of land described as Tract II and conveyed to Eugene E. Settlemier, et ux, by deed recorded May 4, 1987 in Book 2001, Page 1631, Deed Records of Said County; thence S. 0°13'00"E., along the west line thereof; (and its southerly extension), a distance of 125.33 feet to an iron rod in the west extension of the south line of said Union High School tract; thence N. 89°10'15"E., along said west extension, a distance of 167.02 feet to the point of beginning; containing an area of 37,582 square feet, more or less.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 30th day of June, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Tanya Collier, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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