

ANNOTATED MINUTES

Thursday, July 6, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

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

**CHAIR STEIN ADVISED THAT BOARD MEETINGS
THE WEEK OF JULY 10-14, 1995 ARE CANCELLED.**

CONSENT CALENDAR

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

NON-DEPARTMENTAL

- C-1 In the Matter of the Re-Appointments of Candace Beck and Efrain Diaz-Horna
to the REGIONAL ARTS AND CULTURE COUNCIL

DISTRICT ATTORNEY'S OFFICE

- C-2 Ratification of Intergovernmental Agreement Contract 700026 Between the
State of Oregon, Adult and Family Services Division and Multnomah County,
Providing 50% Reimbursement of Costs for Investigation and Prosecution of
Federal Food Stamp Fraud Cases, for the Period July 1, 1995 through June
30, 1997
- C-3 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract
700045 Between the City of Gresham and Multnomah County, Providing up
to \$20,000 CAMI Grant Funding for Overtime in Conducting Child Abuse
Investigations, for the Period January 1, 1995 through December 31, 1995
- C-4 Ratification of Intergovernmental Agreement Contract 700066 Between the
City of Portland and Multnomah County, Assigning Three Portland Police
Bureau Investigators to the District Attorney's Office to Perform Duties
Related to the Prosecution of Crimes within Multnomah County, for the
Period July 1, 1995 through June 30, 1996

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-5 Ratification of Intergovernmental Agreement Contract 100506 Between Multnomah County and the City of Portland, Providing Parks and Recreation Bureau Employment and Alternative Services for Persons with Developmental Disabilities, and a Summer Youth Conservation Job Program for at Risk Youth, for the Period July 1, 1995 through June 30, 1996
- C-6 Ratification of Intergovernmental Agreement Contract 100626 Between Multnomah County and Portland Community College-Portland Employment Project, Providing Employment and Alternative Services for Persons with Developmental Disabilities, for the Period July 1, 1995 through June 30, 1996
- C-7 Ratification of Intergovernmental Agreement Contract 100716 Between Multnomah County and Tri-Met, Providing Transportation Services for Persons with Developmental Disabilities, for the Period July 1, 1995 through June 30, 1996
- C-8 Ratification of Intergovernmental Agreement Contract 102956 Between Multnomah County and Portland Development Commission, for Participation in the Multnomah County Emergency Repair Loan Program, for the Period July 1, 1995 through June 30, 1996
- C-9 Ratification of Intergovernmental Agreement Contract 102986 Between Multnomah County and the University of Oregon, Oregon Survey Research Laboratory, Providing Follow-Up Interviews for the Target Cities Evaluation Project, for the Period Upon Execution through June 30, 1996
- C-10 Ratification of Intergovernmental Agreement Contract 103026 Between Multnomah County and the City of Portland, Providing Funding for the Youth Employment and Empowerment Project Serving Gang-Affected and Gang-Involved Youth, for the Period July 1, 1995 through June 30, 1996

DEPARTMENT OF JUVENILE JUSTICE SERVICES

- C-11 Ratification of Intergovernmental Agreement Contract 102746 Between Multnomah County and Clackamas County, Providing Electronic Monitoring Services as an Alternative to Detention for Youth Court Ordered to Receive Such Services While Awaiting Formal Disposition, for the Period July 1, 1995 through June 30, 1996
- C-12 Ratification of Intergovernmental Agreement Contract 103076 Between Multnomah County and Oregon Children's Services Division, Providing Program Funding for Internal and Community Based Services to Gang-Involved Youth and the Consolidation of Gang Transition Services, for the Period July 1, 1995 through June 30, 1996

REGULAR AGENDA

PUBLIC COMMENT

- R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

RICHARD KOENIG COMMENTED AND SUBMITTED WRITTEN MATERIAL REGARDING FAMILY SERVICES MEDIATION.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 ORDER in the Matter of the Grant of an Underground Distribution Line Easement on Land in Section 35, T1N, R3E, W.M., Multnomah County, Oregon

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-2. BOB OBERST EXPLANATION. ORDER 95-145 UNANIMOUSLY APPROVED.

- R-3 Ratification of Intergovernmental Agreement Contract 302065 Between the City of Portland and Multnomah County, Providing for Payment of the Construction Costs Associated with the 14th and 15th Floor Portland Building Remodel Project

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-3. LENNIE SOBO EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- R-4 Request for Approval of Contract 200726 Between Multnomah County and Buck Medical Services, dba American Medical Response, Northwest (AMR), Providing Exclusive Ambulance Franchise Services through 9-1-1 ALS Response, for the Period August 14, 1995 through August 14, 2000

MARKLEY DRAKE PRESENTED WRITTEN AND ORAL TESTIMONY ADDRESSING CONTRACT LANGUAGE CONCERNS OF PORTLAND FIRE BUREAU. WILLIAM STILES, ATTORNEY REPRESENTING CARE AMBULANCE, PRESENTED TESTIMONY REGARDING PENDING COURT PROCEDURE AND CONTRACT LANGUAGE CONCERNS. BETH BAUGHMAN PRESENTED WRITTEN AND ORAL TESTIMONY ADDRESSING CONTRACT LANGUAGE CONCERNS OF

COMMUNITY AMBULANCE. LORI HAMM PRESENTED WRITTEN AND ORAL TESTIMONY ADDRESSING CONTRACT LANGUAGE CONCERNS OF CARE AMBULANCE. TIM RAMIS, ATTORNEY REPRESENTING AMR, RESPONDED TO TESTIMONY. BILL COLLINS ADVISED HE WILL PROVIDE BOARD WITH A STAFF REPORT IN RESPONSE TO TESTIMONY. COMMISSIONER COLLIER COMMENTED IN SUPPORT OF STAFF EFFORTS; DIRECTED MR. COLLINS TO RESPOND TO VARIOUS SPECIFIC ISSUES OF CONCERN; AND EXPLAINED SHE WANTS THIS ITEM CONTINUED FOR TWO WEEKS IN ORDER TO ALLOW TIME FOR RESPONSE TO TESTIMONY AND PROVIDE PUBLIC AVAILABILITY OF CONTRACT ATTACHMENTS. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, R-4 WAS UNANIMOUSLY CONTINUED TO THURSDAY, JULY 20, 1995.

DEPARTMENT OF JUVENILE JUSTICE SERVICES

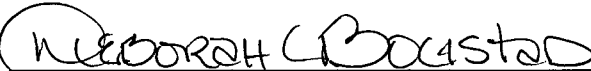
- R-5 Presentation of Juvenile Justice Program Enhancement Subcommittee Recommendations for the Allocation of General Fund Resources for Intervention and Prevention Services. Presented by Elyse Clawson, Jimmy Brown, Clarice Bailey and Diane Feldt.

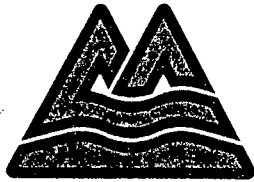
**ELYSE CLAWSON AND JIMMY BROWN
PRESENTATION AND RESPONSE TO BOARD
COMMENTS.**

- R-6 Budget Modification JJD 1 Requesting Authorization to Transfer \$361,500 from General Fund Contingency to Juvenile Justice Budget for Pass Through Payments for Program Enhancement Services to Youth and Families at Risk of Continued Involvement in the Juvenile Justice System

**COMMISSIONER HANSEN MOVED AND
COMMISSIONER COLLIER SECONDED, APPROVAL
OF R-6. BUDGET MODIFICATION UNANIMOUSLY
APPROVED.**

There being no further business, the meeting was adjourned at 10:15 a.m.
OFFICE OF THE BOARD CLERK
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

JULY 3, 1995 - JULY 7, 1995

Tuesday, July 4, 1995 - INDEPENDENCE DAY HOLIDAY - OFFICES CLOSED . . .

Thursday, July 6, 1995 - 9:30 AM - Regular Meeting Page 2

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

Thursday, 9:30 AM, (LIVE) Channel 30

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

**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.**

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1996

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- R-5 *Presentation of Juvenile Justice Program Enhancement Subcommittee Recommendations for the Allocation of General Fund Resources for Intervention and Prevention Services. Presented by Elyse Clawson, Jimmy Brown, Clarice Bailey and Diane Feldt. 20 MINUTES REQUESTED.*
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DAN SALTZMAN, Multnomah County Commissioner, District One

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

M E M O R A N D U M

TO: Clerk of the Board
Board of County Commissioners

FROM: Andrea Jilovec, Commissioner Saltzman's Office

RE: Summer Schedule

DATE: June 22, 1995

Please excuse Commissioner Saltzman from the Board meeting on July 6 and from the Planning meeting on August 8.

DRS:amj

BOARD OF
COUNTY COMMISSIONERS
1995 JUN 22 PM 4:28
MULTNOMAH COUNTY
OREGON

Meeting Date: JUL 06 1995

Agenda No.: C-1

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Re-Appointments

BOARD BRIEFING: Date Requested:
 Amount of Time Needed:

REGULAR MEETING: Date Requested: 7/6/95
 Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE: X-3953

BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Re-appointments to Regional Arts & Culture Council for 2-year terms ending 7/1/97:

Candace Beck

Efrain Diaz-Horna

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

MANAGER: _____

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

forms\apf.doc

1995 JUN 27 AM 8:39
CLERK OF
MULTNOMAH COUNTY
OREGON

EXHIBIT A

MEETING DATE: JUL 0 6 1995

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Adult and Family Services Division Food Stamp Fraud Revenue Agreement

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 6, 1995

Amount of Time Needed: Renewal/Consent Calender

DEPARTMENT/OFFICE: District Attorney DIVISION: Circuit Court Trial

CONTACT: Lisa Moore TELEPHONE #: 248-3133

BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: Tom Simpson/Kelly Bacon

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

7/6/95 ORIGINALS to LISA MOORE

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Kelly Bacon

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 29 AM 11:59



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 700026

Amendment # _____

CLASS I	CLASS II	CLASS III
<input checked="" 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 checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>7/6/95</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department District Attorney Division Circuit Court Trial Date 5/11/95Contract Originator Lisa Moore Phone 248-3133 Bldg/Room 101/600Administrative Contact Lisa Moore Phone 248-3133 Bldg/Room 101/600Description of Contract This intergovernmental agreement provides 50% reimbursement of costs for prosecution of welfare and food stamp fraud cases based upon the agreed rates in the attached contract.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Adult & Family ServicesMailing Address PO Box 14060Salem, OR 97309-5027Phone (503)986-2422Employer ID# or SS# 93-6001958Effective Date 7/1/95Termination Date 6/30/97Original Contract Amount \$ 16,000 APPROX

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 16,000 APPROX

REQUIRED SIGNATURES:

Department Manager Kelly Baer / ImPurchasing Director
(Class II Contracts Only) Claudia DuffyCounty Counsel Jeffrey WalkerCounty Chair / Sheriff Jeffrey WalkerContract Administration
(Class I, Class II Contracts Only) Jeffrey WalkerRemittance Address _____
(If Different) _____

Payment Schedule

Terms

- ☐ Lump Sum \$ _____ ☐ Due on receipt
☐ Monthly \$ _____ ☐ Net 30
☐ Other \$ _____ ☒ Other as billed
☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 5/15/95

Date _____

Date 6-29-95Date July 6, 1995Date 5-16-95

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	ORIGIN REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	023	2441			2333				16,000	
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
Food Stamp Fraud Investigation and Prosecutions

The INTERGOVERNMENTAL AGREEMENT is made by and between the Adult and Family Services Division of the State of Oregon, Department of Human Resources, hereinafter referred to as AFS, and the County of MULTNOMAH hereinafter referred to as County, and the District Attorney of County hereinafter referred to as D.A.

INTRODUCTION

AFS is the single state agency designated under laws of the State of Oregon to administer the State Food Stamp Program pursuant to federal requirements. AFS is authorized to enter into written agreements for the purpose of reimbursing district attorneys for allowable cost of Intentional Food Stamp Program violations and prosecutions according to Food and Consumer Services (FCS) regulations.

D.A. is the qualified law officer in the State of Oregon authorized to perform prosecutions of all crimes, including Intentional Food Stamp Program violations.

County is the unit of local government authorized to cooperate by Agreement with a state agency of this State.

AGREEMENT

AFS, D.A. and County desire to enter into an Intergovernmental Agreement for the purpose of obtaining the services of D.A.'s office in investigating and prosecuting fraud in the Federal Food Stamp Program and for reimbursing County for the federal share of allowable costs of these services. In entering into this Agreement, AFS, D.A. and County understand that federal financial participation (FFP) is available under Code of Federal Regulations (CFR) 7 CFR 277.15, at the matching rate of 50 percent of the allowable costs of investigating and prosecuting Intentional Food Stamp Program violations when done in conformance with the U.S. Department of Agriculture, FCS regulations.

TERM AND COMPENSATION

The maximum rate of compensation which may be earned by County and D.A. is the prevailing rate of FFP. In the event of a change in the matching rate, this Agreement shall be deemed amended, without additional action by either party, to conform to the changed rates.

Reimbursement under this Agreement shall cover applicable allowable costs incurred during the period of July 1, 1995 through June 30, 1997.

The AFS Investigator will perform the investigation and AFS will submit the completed file to D.A. for prosecution. Investigative costs shall not be billed by County.

This Agreement may be terminated by either party upon sixty (60) days written notice or by mutual agreement at any time.

D.A. AND COUNTY AGREE TO:

1. Prosecute all cases submitted under this Agreement for violations of ORS 411.630 and/or ORS 411.840.
2. Upon conviction, recommend to the court that the defendant be disqualified from participating in the Food Stamp Program as provided in 7 CFR 273.16.
3. Pursue restitution from the defendant in all cases submitted by AFS, even those where charges may be dropped through plea bargaining or diversion agreements.
4. Make a good faith effort to obtain a Disqualification Consent Agreement (DCA) from the defendant in AFDC or Food Stamp cases when plea bargaining results in charges being dropped in that program. Unless a DCA has been signed, the federal government will not consider the prosecuting attorney eligible for funding when charges have been dropped through plea negotiations.
5. The use of the following fee schedule as determined by the time study performed by the Multnomah County District Attorney's Office and submitted to FCS for approval.

The case is referred to D.A. by the AFS investigator and:

- Category A - is reviewed by the prosecutor and submitted to a grand jury for consideration.
- Category B - charges are filed against the defendant, the prosecutor settles the case by plea negotiation and a Disqualification Consent Agreement is signed in cases where charges are dismissed.
- Category C - charges are filed against the defendant and the prosecutor resolves the case through court trial.

The fees for services are as follows:

<u>Period Beginning</u>	<u>Category A</u>	<u>Category B</u>	<u>Category C</u>
July 1, 1995	\$65	\$314	\$942
July 1, 1996	\$68	\$328	\$983

6. Keep the reimbursement schedule in effect until the parties mutually agree to amend such fees, provided, however, that upon written notification and verification from D.A., figures will be adjusted periodically to include salary adjustments.

7. Submit to AFS in the format shown on Attachment 2 to this Agreement, a detailed billing for D.A.'s allowable costs of prosecuting potential violations in the Food Stamp Program or AFDC programs.
8. Maintain records that document the units of service, as defined in Attachment 1 to this Agreement, performed during the term of this Agreement. The records shall be available at all reasonable times for inspection or audit or making excerpts by authorized personnel from Department of Human Resources (DHR), AFS, the Division of Audits, Secretary of State, and by Federal officials.
9. Maintain confidentiality pursuant to 7 CFR 272.1, 45 CFR 205.50 and ORS 411.320 on all cases submitted to them.
10. Reimburse AFS for any amounts paid by AFS to County for costs which are disallowed by the Federal Government. Reimbursement will be made within twenty (20) work days of receipt by County from AFS of a copy of a notice of disallowance from the Federal Government.
11. Promptly notify AFS, in writing, of the final disposition of all cases referred by AFS to D.A., processed by D.A.

AFS AGREEMENT

1. Investigate cases suspected of Intentional Program Violation (IPV) in the Food Stamp and AFDC Programs if documented evidence is available to substantiate that a violation has occurred and the combined total loss of benefits, including AFDC, Medical Assistance, and Food Stamps is at or in excess of the cost to try the case. AFS will submit to D.A. a request to review and take formal action.
2. Provide and make available additional staff as may be necessary for hearings and court proceedings.
3. Conduct additional investigations as requested by the D.A.
4. Reimburse County within twenty (20) work days of receipt of its billings, for 50 percent of the allowable direct and indirect costs of the prosecution activities as described in Attachment 1. Reimbursement is contingent upon County complying with paragraphs 1 through 6 of the "D.A. and County Agree To" section above.
5. To assist D.A. and County in preparing responses and appeals to any Federal disallowance notices related to costs claimed under this Agreement.
6. To provide County and D.A. with copies of applicable AFDC, FCS, and other Federal regulations, State regulations, and other materials pertinent to the discharge of their duties.

GENERAL PROVISIONS

NONDISCRIMINATION IN EMPLOYMENT - During the performance of this Agreement, County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, creed, marital status, age or the presence of any sensory, mental, or physical handicap. County will take affirmative action to ensure applications are employed, and employees are treated during employment, without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicap. 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 of training, including apprenticeship. County agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of the Equal Employment Opportunity Laws.

In all solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, creed, marital status, age or the presence of any sensory mental or physical handicaps.

In event of noncompliance by County with the Equal Employment Opportunity clause of this Agreement, this Agreement may be cancelled, terminated, or suspended, in whole or in part, by AFS and County in accordance with the procedures authorized in Executive Order No. 11246 of September 25, 1965, and such other sanctions which may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 25, 1965, or by rule regulation, or order of the Secretary of Labor, or as otherwise provided by law.

NONDISCRIMINATION IN CLIENT SERVICES - County will not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicap:

1. Deny an individual any services or other benefits provided under this Agreement; or
2. Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided under this Agreement; or
3. Subject an individual to segregation or separate treatment in any matter related to the receipt of any service(s) or other benefits under this Agreement.

CONSIDERATION

In consideration of the mutual covenant and conditions herein contained, the Parties hereto shall perform those services and accomplish those tasks as defined herein.

SIGNATURE

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement effective this first day of July, 1995.

AGREED:

ADULT AND FAMILY SERVICES DIVISION

By _____
Administrator/Delegate

Date _____

REVIEWED BY PROGRAM MANAGER/DELEGATE
FOR PROGRAM CONTENT

Manager, Income Maintenance Section

Date _____

Manager, Recovery Services Section

Date _____

AFS Contract Manager

COUNTY GOVERNING BODY

By Beverly Stein
County Official

Beverly Stein
Title Multnomah County Chair

Date July 6, 1995

Michael Schenk
District Attorney

Date 6-22-95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 7/6/95
DEB BOGSTAD
BOARD CLERK

Reviewed:
Sandia Duff
Asst Co. Counsel

ATTACHMENT 1 OF INTERGOVERNMENTAL AGREEMENT

Oregon's District Attorneys were surveyed by AFS for the purpose of establishing prosecution categories and fee schedules. The Multnomah County District Attorney's Office performed a study concerning time and costs for prosecution of Intentional Program Violations in the Food Stamp and AFDC programs. That study is the basis of the fee schedule used in this Agreement. The unit of service is the completion of a category and the fee is the resultant cost of that category.

In each separate case, AFS can be billed for a maximum of one category or unit of service and only fifty percent (50%) of the fee for that category will be paid. For instance, AFS may not be billed for categories A, B, and C in the same case, even though the units of service were provided in all three. An exception to this may be as follows: D.A. takes the case through category A and, due to circumstances beyond his/her control (absence of a defendant, etc.) can proceed no farther. AFS may then be billed for the service performed in category A. If, at a later date, the case is reopened and proceeds through additional categories, AFS may be billed for the category completed minus the amount already received for units of service performed in the case.

Attachment 2 shows the format to be used by D.A.s and Counties in billing AFS for service performed in accordance with this Agreement (submit one for each case).

Questions regarding this Agreement and billing should be directed to Marilyn Moritz, telephone: 986-2422.

ATTACHMENT 2 OF INTERGOVERNMENTAL AGREEMENT

State of Oregon

_____ County

Address

To: Adult and Family Services Division Invoice #: _____
Investigation Unit
PO Box 14060 Date: _____
Salem, Oregon 97309-9804

PROGRAM PROSECUTION COSTS FOR THE TIME PERIOD OF:

Case Name: _____
DA Case #: _____ AFS Case #: _____
Date Received: _____ Date of Disposal: _____
Units of Service: (check one) Case referred to DA and:

_____ Category A
Was reviewed by the prosecutor and submitted to a grand jury for consideration.

_____ Category B
Charges were filed against the defendant, the prosecutor settled the case by plea negotiation and a Disqualification Consent Agreement is signed.

_____ Category C
Charges were filed against the defendant and the prosecutor resolved the case through court trial.

Amount to be remitted (50% of above) _____

Submitted by: _____

District Attorney

MEETING DATE: JUL 06 1995

AGENDA NO: C-3

AGENDA PLACEMENT FORM

SUBJECT: Amended IGA with Gresham Police Department adding overtime to CAMI activities

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 6, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT/OFFICE: District Attorney DIVISION: CAMI Grant

CONTACT: Tom Simpson TELEPHONE #: 248-3863

BLDG/ROOM#: Courthouse (101), Room 600

PERSON(S) MAKING PRESENTATION: Tom Simpson

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable): Funded by the CAMI Grant. Adds Overtime funding to an existing IGA with the City of Gresham Police Department. Original IGA did not have the provision for the billing of overtime to the CAMI Grant.

7/6/95 ORIGINALS to LISA MOORE
SIGNATURE REQUIRED

ELECTED OFFICIAL: Michael Schwartz
OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 29 AM 11:59



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract #00045

Amendment # 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-3</u> DATE <u>7/6/95</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department District Attorney Division CAMI Grant Date 5/15/95Contract Originator Lisa Moore Phone 248-3133 Bldg/Room 101/600Administrative Contact (same) Phone Bldg/Room Description of Contract This grant provides funding for 1.0 FTE police investigator from Gresham Police Department and up to \$20,000 for overtime investigations in CAMI grant child abuse investigations.RFP/BID # Date of RFP/BID Exemption Exp. Date ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Gresham Police Dept.
 Mailing Address 1333 NW Eastman Parkway
Gresham, OR 97080
 Phone 66902313
 Employer ID# or SS#
 Effective Date 1/1/95
 Termination Date 12/31/95
 Original Contract Amount \$ 53,904
 Total Amount of Previous Amendments \$ 0
 Amount of Amendment \$ 20,000
 Total Amount of Agreement \$ 73,904

Remittance Address
(If Different)

Payment Schedule Terms
☐ Lump Sum \$ ☐ Due on receipt
☐ Monthly \$ ☐ Net 30
☒ Other \$13,476 + OT costs ☐ Other quarterly
☐ Requirements contract - Requisition required.
 Purchase Order No.
☐ Requirements Not to Exceed \$

REQUIRED SIGNATURES:

Department Manager Kelly Bacon Im
 Purchasing Director
 (Class II Contracts Only)
 County Counsel Stacy Duffy
 County Chair / Sheriff Jeffrey Stein
 Contract Administration Jessy Walker
 (Class I, Class II Contracts Only)

Encumber: Yes ☐ No ☐Date 5/15/95Date Date 6-29-95Date July 6, 1995Date 5-16-95

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	023	2437			6060			Pass Through	73,904	
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 / City of Gresham
Intergovernmental Agreement for 1994/95
Amendment #1

January 30, 1995

The City of Gresham Police Department (Gresham PD) and the County of Multnomah by and through Multnomah County District Attorney's office (MCDA) agree to the following addition to the CAMI Contract:

A. GENERAL SCOPE

MCDA is mandated to prosecute crimes committed within the County of Multnomah, State of Oregon.

Gresham PD is the law enforcement agency operating in the City of Gresham which lies within the boundaries of the County of Multnomah.

Chapter 190 of the Oregon Revised Statutes provides for intergovernmental agreements. Therefore, the MCDA and the Gresham PD agree to the following:

1. Gresham PD agrees to provide officers specially trained in child abuse investigations during evening and weekend hours to respond to child abuse referrals.

2. Gresham PD shall have administrative authority for the establishment of standards and performance of the officers assigned to the CAMI grant.

3. The City of Gresham shall submit invoices up to a maximum of \$20,000 for officers evening and weekend overtime conducting child abuse investigations in the CAMI program on a quarterly basis as listed below.

The revised total value of this contract is up to \$73,904, based on quarterly invoices for officers overtime and the full-time police investigator assigned to the CAMI grant.

4. Both parties are subject to the Oregon State Tort Claims Act, ORS 30.265, et. seq. The scope and limits of any and all liability for injury or damages property to any third person shall be imposed in accordance with this law.

B. TERM

This agreement shall extend from January 1, 1995 through and including December 31, 1995.

C. TERMINATION

1. This agreement may be terminated upon 60 days mutual written consent of the parties or upon 90 days written notice by one of the parties.

2. Termination under any provision of this paragraph shall not affect any rights, obligations, or liability of Gresham PD or MCDA which accrues prior to such termination.

E. MODIFICATION

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

F. INTEGRATION

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

G. NOTICES

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

Notices to the City:

Art Knori, Police Chief
Gresham Police Department

Notices to the County:

Mike Schrunk, District Attorney
Multnomah County DA's Office

City of Gresham, Oregon

By: Art Knori 3-6-95
Art Knori, Police Chief Date

By: Bonnie Kraft 10 Mar 95
Bonnie Kraft, City Manager Date

County of Multnomah, Oregon

By: Michael D. Schrunk 2-8-95
Michael D. Schrunk, District Attorney Date

By: Beverly Stein July 6, 1995
Beverly Stein, County Chair Date

Reviewed and Approved as to Form:

Thomas Sponsler
City Attorney

Laurence Kressel
County Counsel

By: Thomas Sponsler
Date: 3/9/95

By: Sandra Duffy
Date: 6-29-95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 7/6/95
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUL 06 1995

AGENDA NO: C-4

AGENDA PLACEMENT FORM

SUBJECT: IGA renewal with Portland Police Bureau for the use of three full-time PPB officers for investigative duties within the District Attorney's Office

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 6, 1995

Amount of Time Needed: Renewal/Consent Agenda

DEPARTMENT/OFFICE: District Attorney DIVISION: Circuit Court

CONTACT: Michael D Schrunk TELEPHONE #: 248-3143

BLDG/ROOM#: Courthouse (101), Room 600

PERSON(S) MAKING PRESENTATION: Michael D Schrunk

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable): IGA for the assignment of three Portland Police Bureau officers to the District Attorney's Office to perform duties directly and indirectly related to the prosecution of crimes within Multnomah County.

7/6/95 ORIGINALS TO LISA T MOORE

SIGNATURE REQUIRED

ELECTED OFFICIAL: Michael Schrunk
OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

CLERK OF
COURT
JUN 29 AM 11:57
MULTNOMAH COUNTY
OREGON



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 700066

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-4</u> DATE <u>7/6/95</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department District Attorney Division Circuit Court Date 6/22/95Contract Originator Tom Simpson Phone 248-3863 Bldg/Room 101/600Administrative Contact Lisa Moore Phone 248-3133 Bldg/Room 101/600Description of Contract This is an intergovernmental agreement between the Portland Police Bureau and the District Attorney's Office to provide three full-time investigators for the DA's Office.

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

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

Contractor Name Portland Police Bureau
 Mailing Address 1120 SW Second, Suite 1202
Portland, OR 97204
 Phone 823-0032
 Employer ID# or SS# _____
 Effective Date July 1, 1995
 Termination Date June 30, 1996
 Original Contract Amount \$ \$19,148.92
 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 \$ 4,787.23 ☒ Other quarterly
☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager /s/ Michael SchrunckPurchasing Director _____
(Class II Contracts Only)County Counsel Sandra DuffCounty Chair / Sheriff Barry PenContract Administration _____
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐Date Michael Schrunck 6/22/ 6/26/95

Date _____

Date 6-29-95Date July 6, 1995

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	023	2441			6110			Prof. Svcs	19,148.92	
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 / City of Portland
Intergovernmental Agreement for 1995/96

June 29, 1995

The City of Portland Police Bureau (PPB) and the County of Multnomah by and through Multnomah County District Attorney's office (MCDA) agree as follows:

A. GENERAL SCOPE

MCDA is mandated to prosecute crimes committed within the County of Multnomah, State of Oregon.

PPB is the law enforcement agency operating in the City of Portland which lies within the boundaries of the County of Multnomah.

Chapter 190 of the Oregon Revised Statutes provides for intergovernmental agreements. Therefore, the MCDA and the PPB agree to the following:

1. PPB agrees to provide 3 full-time PPB officers assigned to the MCDA to perform duties directly and indirectly related to the prosecution of crimes within MCDA's jurisdiction.
2. Typical duties shall include, but not be limited to, conduct investigations of cases and grand jury matters, personal service of subpoenas, locate witnesses, prepare diagrams and court exhibits, take photographs of crime scenes, and perform assignments from deputy district attorneys and management staff.
3. The City shall bill MCDA at the rate of \$22.42 per hour x 1.5 = \$33.63 overtime rate x 7.3 hours per pay period, x 26 pay periods, x 3 officers assigned = \$19,148.92 annual cost for the 1995-96 fiscal year; the billing shall be in four equal amounts of \$4,787.23 and submitted to MCDA by September 30, 1995, December 31, 1995, March 31, 1996, and June 1, 1996. The last quarter billing is earlier in order to facilitate payment within the current fiscal year. MCDA shall remit payment no later than thirty (30) days after receipt of each quarterly billing.
4. The City shall have administrative authority for the establishment of standards and performance of the officers assigned to MCDA.

MCDA shall have administrative authority of directing the

investigative tasks assigned to PPB officers assigned to MCDA. They will report directly to the MCDA Chief Investigator.

In the event of a dispute between the parties as to the extent and the nature of the duties and function of the PPB officers assigned to MCDA, the resolution shall be made by the Chief of Police and the District Attorney or their delegated representatives.

5. MCDA shall provide adequate work space and assign each officer a county car to perform their duties.

6. Both parties are subject to the Oregon State Tort Claims Act, ORS 30.265, et. seq. The scope and limits of any and all liability for injury or damages property to any third person shall be imposed in accordance with this law.

B. TERM

This agreement shall extend from July 1, 1995 through and including June 30, 1996, and renew on an annual basis with quarterly payment modified to reflect the cost of living adjustment awarded to PPB officers, unless earlier terminated in accordance with Section C of this agreement.

C. TERMINATION

1. This agreement may be terminated upon 60 days mutual written consent of the parties or upon 90 days written notice by one of the parties.

2. Termination under any provision of this paragraph shall not affect any rights, obligations, or liability of the City or MCDA which accrues prior to such termination.

E. MODIFICATION

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

F. INTEGRATION

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

G. NOTICES

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

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

Notices to the County: Michael D. Schrunk, District Attorney
Multnomah County DA's Office

City of Portland, Oregon

By: _____
Mayor Vera Katz Date

By: _____
Auditor, City of Portland Date

County of Multnomah, Oregon

By: Michael D. Schrunk 6-21-95
Michael D. Schrunk, District Attorney Date

By: Beverly Stein July 6, 1995
Beverly Stein, County Chair Date

Reviewed and Approved as to Form:

Jeffréy L. Rogers
City Attorney

Reviewed:
Laurence Kressel
County Counsel

By: _____

Date: _____

By: Sandra Dugg
Date: 6-29-95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 7/6/95
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUL 06 1995

AGENDA NO: C-5

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: *Ratification of an annual Agreement with the City of Portland-Parks & Recreation Dept.*

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: 5 Minutes

DEPARTMENT: _____

DIVISION: Community & Family Svcs

CONTACT: Carolynne Webber

TELEPHONE: 248-3691 x2583

BLDG/ROOM: B161/2nd 166/700

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of the annual agreement between the Department of Community and Family Services' Developmental Disabilities Program and Youth Program Office and the City of Portland-Parks & Recreation for the period of July 1, 1995 through June 30, 1996. The Parks & Recreation Department will provide Employment and Alternative Services for persons with developmental disabilities and a summer youth conservation job program for at risk youth.

7/6/95 ORIGINALS TO CAROLYNNE WEBBER
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 27 AM 8:40

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



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 *Lorenzo Poe*
Community and Family Services Division

DATE: June 16, 1995

SUBJECT: Renewal Agreement with City of Portland-Parks and Recreation

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of an annual Intergovernmental Agreement with the City of Portland-Parks & Recreation, for the period July 1, 1995 through June 30, 1996.

II. Background/Analysis: The Department of Community and Family Services is renewing an annual agreement for the provision of Employment and Alternative Services for persons with developmental disabilities through the City of Portland-Parks and Recreation Department. This year the Youth Conservation Summer Program is being added to provide summer employment for youth at risk. The summer employment program is awarded via RFP p952-83-0048 for FY 95/96. .

III. Financial Impact: Funding is for the requirements of the contract, approximately \$55,000, and is available via the State.

IV. Legal Issues: None

V. Controversial Issues: None *

VI. Link to Current County Policies: The contract supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 100506

Prior Approved Boilerplate Attached **XXX**

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p 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>7/6/95</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	--

Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: MAY 19, 1995

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 Developmental Disabilities Services for FY 95/96.

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

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

<p>Contractor Name: <u>CITY OF PORTLAND-PARKS & RECREATION</u></p> <p>Mailing Address: <u>426 NE 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, 1995</u></p> <p>Termination Date: <u>JUNE 30, 1996</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>START-UP</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>FUNDS AVAILABLE</u></p> <p>Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
---	--

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Poe* Date: 6/19/95

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

County Counsel: *Fatima G...* Date: 6/21/95

County Chair/Sheriff: *...* Date: July 6, 1995

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

COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1
6/15/95

Contractor : CITY OF PORTLAND PARKS AND RECREATION
Vendor Code : 628617

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 100506

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
156	010	1380	Y38C	6060	9307S		YPO-OYYSC (Conserv Corp) Youth Conservation Summer Prog	11,111.00			
156	010	1510	D54S	6060	9501X		DD SMHD Employment & Alternative Svc/Start-up	Requirements			1,000.00
156	010	1510	D54X	6060	9501X		DD SMHD Employment & Alternative Service	Requirements			43,815.00
TOTAL								11,111.00			44,815.00

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

#100506

TERM OF CONTRACT: From July 1, 1995
CONTRACTOR NAME: City of Portland-Parks & Recreation
CONTRACTOR ADDRESS: 426 NE 12th
Portland, Oregon 97232

To: June 30, 1996
TELEPHONE: 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".

This contract contains the following documents, which are herein incorporated by reference:

- | | | |
|-----------------|---------------------------------------|-------------------|
| • Part A. | Statement of Work | Pages A1 - A2 |
| • Attachment A. | Service Elements and Contract Amounts | Attach A, Pages 1 |
| • Part B. | General Conditions | Pages B1 - B14 |
| • Part C. | Program General Conditions | Pages DD-1 |
| • Part D. | Certifications | Pages D1-D7 |
| • Part E. | Signatures | Page E-1 |

PART A. STATEMENT OF WORK

1. Services

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, 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 identified for **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
Developmental Disabilities Services	
Vocational-Employment and Alternative Services	Exempt as a Government Agency
Youth Program Services	
Youth Conservation Summer Program-Forrest Park Project	RFP-P952-83-0048, valid through 6/96

2. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State 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 applicable Request for Proposal and contractor's response to that 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.

3. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve, at a minimum, 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.

Program Office/Project Name	Outcome	Target # or %
Employment Services	Those individuals who choose to work will have maintained or improved wages during the contract period.	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.

4. 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.

5. Special Conditions

Developmental Disabilities Services - See Program Instructions
Youth Program Services - See RFP Specifications

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

Attachment A:
Service Elements and Contract Amounts

Contractor Name :	CITY OF PORTLAND PARKS AND RECREATION	Vendor Code : 628617
Contractor Address :	426 NE 12 PORTLAND OR 97232	
Telephone : 823-4328	Fiscal Year : 95/96	Federal ID # : 93-6002236

Program Office Name : Children & Youth Intervention

Service Element Name : Youth Conservation Summer Prog (Y38C); Forrest Park Youth Conservation Summer Prog

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Cost Reimbursement		Per appr budg		11,111.00

Total	\$11,111.00
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Program Office Name : Developmental Disabilities Vocational Services

Service Element Name : Employment & Alternative Svc/Start-up (D54S)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Cost Reimbursement	Req't's	per appr budg		Req't's

Total	Req't's	Req't's
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Service Element Name : Employment & Alternative Service (D54X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Monthly Allotment	Serv. Capacity	Req't's	per client sche	-	Req't's

Total	Req't's	Req't's
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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 be valid only 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 included in Part D of this contract.

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. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. 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 job title per agency to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

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 review and/or may be required to conduct an external limited scope or full audit under any of the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000; or
- 2) Multnomah County contract funds exceed \$100,000; or
- 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 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 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 performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

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. By signing this contract, CONTRACTOR certifies that it has and shall 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. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

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 canceled 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; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

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. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

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 coverage at least equivalent to the amounts set forth in ORS Chapter 30.

14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation Notice

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 and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, 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.

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 Part D. 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 CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

20. 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 under capacity or cost reimbursement contracts, 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. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment for services rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. 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 by COUNTY 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 at COUNTY'S discretion. 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.

21. 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.

22. 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 annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures 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.

23. 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.

24. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expended 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.

25. 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 in Part C. Program General Conditions 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.

26. 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.

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.

29. Transition of Services

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.

PART C. PROGRAM 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 309.14.030 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. 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.

3. 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.

4. State Licenses

CONTRACTOR must maintain applicable licenses from the State of Oregon Mental Health and Developmental Disability Services Division (ORS 443.410 and 443.725) in order to continue contracting for services through the COUNTY.

PART D: CERTIFICATES

CERTIFICATE REGARDING 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: 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 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 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.

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

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, will be restricted to only public or non-profit entities.

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. Americans With 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. 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.

**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.

PART E: SIGNATURES

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

MULTNOMAH COUNTY

CONTRACTOR

City of Portland-Parks and Recreation

BY *Lorenzo Paez* 6/19/95 BY _____
Community and Family Services Date
Division Director

BY *Beverly Stein* 7/6/95 BY _____
Beverly Stein Date
Multnomah County Chair

REVIEWED

Kati Bantz
Assistant County Counsel
Multnomah County
6/21/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 7/6/95
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUL 06 1995

AGENDA NO: C-6

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: *Ratification of an Annual Agreement with Portland Community College-Portland Employment Program*

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: 5 Minutes

DEPARTMENT: _____

DIVISION: Community & Family Svcs

CONTACT: Carolynne Webber

TELEPHONE: 248-3691 x2583

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of the annual agreement between the Community and Family Services Department's Developmental Disabilities Program and Portland Community College-Portland Employment Program for the period July 1, 1995 through June 30, 1996. PCC-Portland Employment Project will provide Employment and Alternative Services for persons with developmental disabilities.

7/6/95 ORIGINALS TO CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 27 AM 8:39



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 *Lorenzo Poe*
Community and Family Services Division

DATE: June 16, 1995

SUBJECT: Renewal Agreement with Portland Community College-Portland Employment Program

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of an annual Intergovernmental Agreement with Portland Community College-Portland Employment Program, for the period July 1, 1995 through June 30, 1996.

II. Background/Analysis: The Department of Community and Family Services is renewing an annual agreement for the provision of Employment and Alternative Services for persons with developmental disabilities through the Portland Community College-Portland Employment Program.

III. Financial Impact: Funding is for the requirements of the contract, approximately \$204,000, and is available via the State Mental Health Grant.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: The contract supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 100626

Prior Approved Boilerplate Attached XXX

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p 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-6</u> DATE <u>7/6/95</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: MAY 19, 1995

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 Developmental Disabilities Services for FY 95/96.

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

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

<p>Contractor Name: <u>PCC-PORTLAND EMPLOYMENT PROJECT</u></p> <p>Mailing Address: <u>PO BOX 19000 - SSA14</u></p> <p style="text-align: center;"><u>PORTLAND OR 97280-0990</u></p> <p>Phone: <u>503-244-6111 x4115</u></p> <p>Employer ID# or SS#: <u>93-0575187</u></p> <p>Effective Date: <u>JULY 1, 1995</u></p> <p>Termination Date: <u>JUNE 30, 1996</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>START-UP</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>FUNDS AVAILABLE</u></p> <p>Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
--	---

REQUIRED SIGNATURES:

Department Manager: *Solenez Paez* Date: 6/19/95

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

County Counsel: *Katia Gant* Date: 6/21/95

County Chair/Sheriff: *Debbie Stein* Date: July 6, 1995

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

COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1
6/15/95

Contractor : PORTLAND EMPLOYMENT PROJECT
Vendor Code : 620491A

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 100626

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
156	010	1510	D54S	6060	9501X		DD SMHD Employment & Alternative Svc/Start-up	Requirements			1,000.00
156	010	1510	D54X	6060	9501X		DD SMHD Employment & Alternative Service	Requirements			198,265.00
156	010	1570	D57S	6060	9501X		DD SMHD Local Solutions Startup	Requirements			5,000.00
TOTAL								0.00			204,265.00

INTERGOVERNMENTAL AGREEMENT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

#100626

TERM OF CONTRACT:	From July 1, 1995	To: June 30, 1996
CONTRACTOR NAME:	Portland Community College-Portland Employment Project	
CONTRACTOR ADDRESS:	8414 SW Barbur Blve, Suite 201 Portland, Oregon 97219	TELEPHONE: 977-2369 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-Portland Employment Project, hereinafter referred to as "CONTRACTOR".

This contract contains the following documents, which are herein incorporated by reference:

•	Part A. Statement of Work	Pages A1 - A2
	Attachment A. Service Elements and Contract Amounts	Attach A, Page 1
•	Part B. General Conditions	Pages B1 - B14
•	Part C. Program General Conditions	Pages, DD-1
•	Part D. Certifications	Pages D1-D7
•	Part E. Signatures	Page E-1

PART A. STATEMENT OF WORK

1. Services

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, 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 identified for **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
Developmental Disabilities Services	
Employment & Alternative Services	RFP 4P2251 valid through 6/99

2. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State 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 applicable Request for Proposal and contractor's response to that 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.

3. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve, at a minimum, 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.

Program Office/Project Name	Outcome	Target # or %
Employment Services	Those individuals who choose to work will have maintained or improved wages during the contract period.	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.

4. 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.

5. Special Conditions

See Program Instructions

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

Attachment A:
Service Elements and Contract Amounts

Contractor Name :	PORTLAND EMPLOYMENT PROJECT	Vendor Code : 620491A
Contractor Address :	8414 SW BARBUR SUITE 201 PORTLAND OR 97219	
Telephone : 977-2369	Fiscal Year : 95/96	Federal ID # : 93-0575187

Program Office Name : Developmental Disabilities Vocational Services

Service Element Name : Employment & Alternative Svc/Start-up (D54S)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Cost Reimbursement	Reqt's	per appr budg		Reqt's
Total					Reqt's			Reqt's

Service Element Name : Employment & Alternative Service (D54X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Monthly Allotment	Serv. Capacity	Reqt's	per client sche		Reqt's
Total					Reqt's			Reqt's

Program Office Name : Developmental Disabilities Specialized Services

Service Element Name : Local Solutions Startup (D57S)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Cost Reimbursement	Reqt's	Per appr budg	1,000.00	Reqt's
Total					Reqt's			Reqt's

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 be valid only 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 included in Part D of this contract.

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. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. 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 job title per agency to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

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 review and/or may be required to conduct an external limited scope or full audit under any of the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000; or
- 2) Multnomah County contract funds exceed \$100,000; or
- 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 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 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 performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

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. By signing this contract, CONTRACTOR certifies that it has and shall 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. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

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 canceled 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; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

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. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

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 coverage at least equivalent to the amounts set forth in ORS Chapter 30.

14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation Notice

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 and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, 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.

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 Part D. 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 CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

20. 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 under capacity or cost reimbursement contracts, 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. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment for services rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. 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 by COUNTY 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 at COUNTY'S discretion. 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.

21. 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.

22. 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 annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures 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.

23. 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.

24. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expended 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.

25. 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 in Part C. Program General Conditions 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.

26. 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.

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.

29. Transition of Services

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.

PART C. PROGRAM 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 309.14.030 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. 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.

3. 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.

4. State Licenses

CONTRACTOR must maintain applicable licenses from the State of Oregon Mental Health and Developmental Disability Services Division (ORS 443.410 and 443.725) in order to continue contracting for services through the COUNTY.

PART D: CERTIFICATES

CERTIFICATE REGARDING 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: 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 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 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.

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 flood 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

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, will be restricted to only public or non-profit entities.

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. Americans With 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. 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.

**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.

PART E: SIGNATURES

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

MULTNOMAH COUNTY

CONTRACTOR

Portland Community College-Portland Employment Project

BY *Lolynz P. Lewis* *6/19/95*
Community and Family Services Date
Division Director

BY _____
Agency Authorized Signer Date

BY *Beverly Stein* *7/6/95*
Beverly Stein Date
Multnomah County Chair

BY _____
Agency Authorized Signer Date

REVIEWED:

Katie Daulton
Assistant County Counsel
Multnomah County
6/21/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 7/6/95
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUL 06 1995

AGENDA NO: C-7

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: *Ratification of an Annual Agreement with Tri-Met*

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: 5 Minutes

DEPARTMENT: _____

DIVISION: Community & Family Svcs

CONTACT: Carolynne Webber

TELEPHONE: 248-3691 x2583

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of the annual agreement between the Community and Family Services Department's Developmental Disabilities Program and Tri-Met for the period July 1, 1995 through June 30, 1996. Tri-Met will provide Transportation Services for persons with developmental disabilities.

7/6/95 ORIGINALS TO CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe me

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 27 AM 8:40

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



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 *Lorenzo Poe*
Community and Family Services Division
DATE: June 19, 1995
SUBJECT: Renewal Agreement with Tri-Met

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of an annual Intergovernmental Agreement with Tri-Met, for the period July 1, 1995 through June 30, 1996.

II. Background/Analysis: The Department of Community and Family Services is renewing an annual agreement for the provision of Transportation Services for persons with developmental disabilities. This service enables individuals go to doctor appointments, employment, and other necessary activities.

III. Financial Impact: Tri-Met will receive \$360,000 for the services and funding is available via the State Mental Health Grant.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: The contract supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 100716

Prior Approved Boilerplate Attached - yes

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 <input type="checkbox"/> Intergovernmental Revenue Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-7</u> DATE <u>7/6/95</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: MAY 19, 1995
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 Developmental Disabilities Services for FY 95/96.

RFP/BID #: N/A IGA Date of RFP/BID: _____ Exemption Expiration Date: _____
ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name: <u>TRI-MET</u>	Remittance Address (if different) _____
Mailing Address: <u>4012 SE 17TH</u> <u>PORTLAND OR 97202</u>	
Phone: <u>503-238-4879</u>	
Employer ID# or SS#: <u>93-0579353</u>	Payment Schedule
Effective Date: <u>JULY 1, 1995</u>	<input type="checkbox"/> Lump Sum \$ _____
Termination Date: <u>JUNE 30, 1996</u>	<input checked="" type="checkbox"/> Monthly \$ <u>ALLOTMENT</u>
Original Contract Amount: \$ _____	<input type="checkbox"/> Other \$ _____
Total Amt of Previous Amendments: \$ _____	<input type="checkbox"/> Requirements contract - Requisition Required
Amount of Amendment: \$ _____	Purchase Order No. _____
Total Amount of Agreement: \$ <u>REQUIREMENTS</u>	<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: Lorenzo Paez Date: 6/19/95

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

County Counsel: Katie Lutz Date: 6/21/95

County Chair/Sheriff: Debbie Orr Date: July 6, 1995

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.	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
CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1
5/26/95

Contractor : TRI MET

Vendor Code : 621786

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 100716

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
156	010	1510	D53X	6060	9501X		DD SMHD Transportation/Developmental Disabilities	Requirements			330,000.00
TOTAL								0.00			330,000.00

INTERGOVERNMENTAL AGREEMENT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

#100716

TERM OF CONTRACT: From July 1, 1995
CONTRACTOR NAME: TRI-MET
CONTRACTOR ADDRESS: 4012 SE 17th
Portland, Oregon 97202

To: June 30, 1996
TELEPHONE: 238-4879
IRS NUMBER: 93-0579353

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 TRI-MET, hereinafter referred to as "CONTRACTOR".

This contract contains the following documents, which are herein incorporated by reference:

• Part A.	Statement of Work	Pages A1 - A2
• Attachment A.	Service Elements and Contract Amounts	Attach A, Page 1
• Part B.	General Conditions	Pages B1 - B14
• Part C.	Program General Conditions	Pages, DD-1
• Part D.	Certifications	Pages D1-D7
• Part E.	Signatures	Page E-1

PART A. STATEMENT OF WORK

1. Services

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, 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 identified for **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
Developmental Disabilities Services	
Employment Transportation	RFP 4P2251 valid through 6/99

2. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State 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 applicable Request for Proposal and contractor's response to that 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.

3. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve, at a minimum, 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.

Program Office/Project Name	Outcome	Target # or %
N/A		

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.

4. 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.

5. Special Conditions

See Program Instructions

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

Attachment A:
Service Elements and Contract Amounts

Contractor Name :	TRI MET	Vendor Code : 621786
Contractor Address :	4012 SE 17 PORTLAND OR 97202	
Telephone : 238-4879	Fiscal Year : 95/96	Federal ID # : 93-0579353

Program Office Name : Developmental Disabilities Vocational Services

Service Element Name : DD Transportation/Developmental Disabilities (D53X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	Reqt's	Service Capacit		Reqt's
Total					Reqt's			Reqt's

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 be valid only 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 included in Part D of this contract.

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. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. 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 job title per agency to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

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 review and/or may be required to conduct an external limited scope or full audit under any of the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000; or
- 2) Multnomah County contract funds exceed \$100,000; or
- 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 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 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 performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

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. By signing this contract, CONTRACTOR certifies that it has and shall 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. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

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 canceled 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; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

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. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

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 coverage at least equivalent to the amounts set forth in ORS Chapter 30.

14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation Notice

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 and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, 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.

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 Part D. 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 CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

20. 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 under capacity or cost reimbursement contracts, 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. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment for services rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. 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 by COUNTY 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 at COUNTY'S discretion. 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.

21. 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.

22. 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 annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures 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.

23. 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.

24. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expended 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.

25. 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 in Part C. Program General Conditions 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.

26. 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.

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.

29. Transition of Services

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.

PART C. PROGRAM 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 309.14.030 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. 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.

3. 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.

4. State Licenses

CONTRACTOR must maintain applicable licenses from the State of Oregon Mental Health and Developmental Disability Services Division (ORS 443.410 and 443.725) in order to continue contracting for services through the COUNTY.

PART D: CERTIFICATES

CERTIFICATE REGARDING 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: 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 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 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.

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 flood 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

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, will be restricted to only public or non-profit entities.

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. Americans With 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. 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.

**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.

PART E: SIGNATURES

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

MULTNOMAH COUNTY

CONTRACTOR

TRI-MET

BY *Lolene Poe* 6/19/95 BY _____
Community and Family Services Date Agency Authorized Signer Date
Division Director

BY *Beverly Stein* 7/6/95 BY _____
Beverly Stein Date Agency Authorized Signer Date
Multnomah County Chair

REVIEWED:

Katie Layton
Assistant County Counsel
Multnomah County
6/21/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 7/6/95
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUL 0 6 1995

AGENDA NO: C-8

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with Portland Development Commission

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/Rey España

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

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):

Intergovernmental agreement with Portland Development Commission to cooperate on Multnomah County Emergency Repair Loan Program.

7/6/95 ORIGINALS TO WENDY LEBOW

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

CLERK OF
COUNTY COMMISSIONERS
1995 JUN 23 PM 12:19
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 *Lorenzo Poe ms*
Department of Community and Family Services

DATE: June 15, 1995

SUBJECT: Intergovernmental Agreement between Community and Family Services and Portland Development Commission

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the agreement with Portland Development Commission for the period July 1, 1995 through June 30, 1996.

II. Background/Analysis: This is the renewal of an agreement to mutually carry out the Multnomah County Emergency Repair Loan Program. This agreement provides \$55,000 as a basis for the loans.

III. Financial Impact: The County will pass on \$55,000 in federal Community Development Block Grant funds for the program.

IV. Legal Issues: None.

V. Controversial Issues: None.

VI. Link to Current County Policies: The agreement assists in the County's desire to achieve and maintain suitable and stable housing for its citizens.

VII. Citizen Participation: Not applicable.

VIII. Other Government Participation: This agreement is with Portland Development Commission, and funded by the U.S. Department of Housing and Urban Development.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 102956

Prior-Approved Contract Boilerplate: Attached; x Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p 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>7/6/95</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 19, 1995
 Administrative Contact: Wendy Lebow Phone: 248-3691 ext 6233 Bldg/Room 161/2nd
 Description of Contract: **Renewal of agreement to mutually implement Multnomah County Emergency Repair Loan Program.**

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name: Portland Development Commission</p> <p>Mailing Address: 1120 SW 5th, Suite 1100 Portland, OR 97204</p> <p>Phone: (503) 823-3423</p> <p>Employer ID# or SS#: 93-6013584</p> <p>Effective Date: July 1, 1995</p> <p>Termination Date: June 30, 1996</p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$55,000</p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <td style="width:50%;"> <p style="text-align: center;">Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input checked="" type="checkbox"/> Monthly \$ _____ Per Invoice</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 style="text-align: center;">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 style="text-align: center;">Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input checked="" type="checkbox"/> Monthly \$ _____ Per Invoice</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 style="text-align: center;">Terms</p> <p><input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other</p>
<p style="text-align: center;">Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input checked="" type="checkbox"/> Monthly \$ _____ Per Invoice</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 style="text-align: center;">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: *Lorenzo Poes* Date: 6/26/95

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: *Katie Gunt* Date: 6/29/95

County Chair/Sheriff: *Reedley O'Neil* Date: 7/6/95

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		

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

COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1
6/26/95

Contractor : PORTLAND DEVELOPMENT COMMISSION
Vendor Code : 985676

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 102956

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
156	010	1460	H43E	6060	9407F		CD CDBG #16 CD Emergency Repair Loan Program	55,000.00			
TOTAL								55,000.00			0

PART A. INTERGOVERNMENTAL AGREEMENT

#102956

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Community and Family Services Division, hereafter called COUNTY, and

Portland Development Commission
1120 SW 5th, Suite 1100
Portland, OR 97204
823-3423,

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **SCOPE OF SERVICES.** CONTRACTOR will provide the following services:

a. CONTRACTOR will participate in the Multnomah County Emergency Repair Loan Program by providing affordable financing for low income citizens to address urgent code repair needs of their homes. The loans will be made in the form of deferred payment loans: non-interest bearing deferred payment loans for low income homeowners (80% of the area median income). The program will use the Emergency Repair Loan (ERL) project template in use for the PDC emergency repair loans, in Part D.

b. COUNTY will give loan approval authority to Neyle Hunter, PDC Director of Housing, which authorizes the Director of Housing to approve loans made under this contract which conform to the guidelines of the ERL program. Waiver of any standard underwriting procedure will require written approval by Community Action/Community Development Manager, Rey España.

2. **SERVICE PARTICULARS.** CONTRACTOR and the COUNTY agree to facilitate the completion of the projects as follows:

a. CONTRACTOR will complete the program management services necessary to ensure that the program is carried in compliance with federal, state and local requirements from client intake through job closure. This includes the following intake and processing services:

- distribute information packets
- respond to telephone inquiries
- review submitted applications for completeness/accuracy; ensure property has emergency need
- follow-up on incomplete applications
- maintain logs to track application status
- conduct tract search to verify property ownership
- review bids to verify all required information is provided
- send approval letters and instruct property owners in completing the process

b. CONTRACTOR will also include the following services which are necessary to comply with HUD requirements and client needs for ERL assistance:

- verify client household income eligibility
- conduct environmental reviews as required by HUD
- obtain tax printout in order to establish property value
- evaluate owner's equity in property based on secured indebtedness
- explore options for property owners without sufficient equity (CONTRACTOR proposes that negative

equity assistance should be a feature of the program)

- provide assistance to property owners in selecting a contractor
- close loan after contractor is selected
- conduct on-site evaluation of completed work prior to payment
- work with contractor to resolve issues related to unsatisfactory work
- have client complete an evaluation form and report results to Multnomah County
- comply with all applicable regulations related to the use of CDBG funds

b. CONTRACTOR will transfer all executed lien documents to the COUNTY when executed for recording, maintenance and servicing.

c. CONTRACTOR'S financial services section will manage the process of invoicing and providing payments on the contract. It is anticipated that administration and loan draws will be done on a monthly basis.

d. COUNTY will be responsible for recording, maintaining, and servicing all security documents for loans closed after this agreement.

3. **PROJECT COORDINATION.** The Project will be coordinated by CONTRACTOR'S staff, in compliance with 24 CFR 570.502 and all other federal, state and local laws. Project coordination responsibilities will include but not be limited to the following:

a. The CONTRACTOR will appoint a liaison person who will be responsible for overall administration of block grant funded project(s) and coordination with the COUNTY. The CONTRACTOR will also designate one or more representatives who will be authorized to sign the Invoice for Services Provided and any forms which may be required

b. The CONTRACTOR will perform all necessary and customary functions in the management and supervision of CONTRACTOR personnel for all work performed under the Agreement.

c. Project activities will be completed in compliance with the terms of this Agreement and applicable state and federal regulations. Specific project activities which trigger formal procedural regulation include the following: Conflict of Interest, Procurement, Nondiscrimination, Property Management, Labor Standards, and Public Information.

4. **COMPENSATION.** COUNTY will pay CONTRACTOR up to \$55,000, as follows:

The CONTRACTOR will receive funds that cover staffing, operating costs and loan funds for up to ten (10) emergency repair loans, averaging \$5,000 each. Up to 10% of the funds may be used for personnel/operating costs. Billing will be per invoice, on a monthly basis, detailing expenditures, and documenting by timecard records the personnel expenses.

5. **TERM.** The term of this Contract is July 1, 1995 through June 30, 1996.

6. **CONTRACT DOCUMENTS.** This Contract consists of this A. Intergovernmental Agreement, Part B. Conditions of Intergovernmental Agreement, Part C. General Program Conditions: Community Development Program, Part D. Emergency Repair Loan Program, and Exhibit A (workers compensation).

MULTNOMAH COUNTY, OREGON

BY *Lolene Pae*
Director,
Community & Family Services Division

6/26/95
Date

BY *Beverly Stein*
Beverly Stein,
Multnomah County Chair

7/6/95
Date

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

By *Katie Gant*
Assistant County Counsel

6/29/95
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 7/6/95
DEB BOGSTAD
BOARD CLERK

PORTLAND DEVELOPMENT
COMMISSION

BY _____
TITLE _____
Date _____

BY _____
TITLE _____
Date _____

APPROVED AS TO FORM:
CONTRACTOR ATTORNEY (If Applicable)

By _____
Date _____

MULTNOMAH COUNTY CONTRACT NO. 102956
PART B. CONDITIONS OF INTERGOVERNMENTAL AGREEMENT

The attached contract for services between Multnomah County, herein "COUNTY", and Portland Development Commission, herein "CONTRACTOR", is subject to the following:

1. **FUNDS AVAILABLE.** 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.
2. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.
3. **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 the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.
4. **ACCESS TO RECORDS.** The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.
5. **PROPERTY OF COUNTY.** All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.
6. **WORKERS' COMPENSATION INSURANCE**
 - A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current worker's compensation insurance, or a copy thereof, is attached to this contract as Exhibit A.
 - B. If CONTRACTOR has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current worker's compensation insurance coverage as described in subparagraph A. above.
 - C. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.
7. **INDEMNIFICATION.** To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the CONTRACTOR shall hold harmless, defend, and indemnify the COUNTY and the COUNTY'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 CONTRACTOR'S work or any subcontractor's work under this contract.

8. **ADHERENCE TO LAW.** The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

9. **NONDISCRIMINATION.** CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating 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, handicap, or sexual orientation. CONTRACTOR must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

10. **EARLY TERMINATION.**

A. This contract 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. The COUNTY, by written notice of default, may terminate this agreement if CONTRACTOR fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

C. Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

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

11. **FINAL PAYMENT.**

All final requests for payment must 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.

PART C. PROGRAM GENERAL CONDITIONS: COMMUNITY DEVELOPMENT SERVICES

1. Client Eligibility

CONTRACTOR shall operate the project for the benefit of low and moderate income families for the term of the contract. Low income is defined as 0-50% of median family income. Moderate income is defined as 51-80% of median family income. Portland area median income effective May 5, 1993 is \$40,700 for a family of four.

2. Environmental Review

COUNTY retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by the federal Department of Housing and Urban Development Environmental Review Procedures (24 CFR Part 58). COUNTY may require CONTRACTOR to furnish data, information, and assistance for the COUNTY'S review and assessment in fulfillment of the COUNTY'S responsibilities under 24 CFR Part 58. Project execution under this contract by either COUNTY or CONTRACTOR shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

3. Fiscal Requirements

In addition to other fiscal requirements contained in this contract, for cost-reimbursement programs, any increases in line items must be balanced by like decreases in other line items. Changes in any line item budget expense of more than 10% shall require a written budget modification approved by COUNTY prior to expenditures. The budget modification request must be accompanied by a justification stating reasons for the changes. Any costs incurred by CONTRACTOR over and above the agreed sum or rates shall be at the sole risk and expense of CONTRACTOR. All project monies shall be either obligated or expended within the contract period unless specifically authorized by COUNTY to extend into the next year.

4. Program Income

CONTRACTOR shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this contract. Program income shall be reported with each payment request and substantially disbursed for the benefit of the project(s) funded by this contract in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to COUNTY for reallocation. The COUNTY shall determine whether income is being used to continue or benefit the project(s) authorized by this contract. Program income on hand when the contract expires or received after the contract's expiration shall be repaid to the COUNTY.

5. Project Operation

CONTRACTOR agrees to maintain and operate the project(s) under this contract for eligible activities pursuant to Department of Housing and Urban Development regulations. In the event the CONTRACTOR fails to so maintain and operate the project(s), the COUNTY may, at its option, take possession of the project(s) and operate and maintain the project(s) for any lawful purpose.

6. Property Interest

a. For agencies which are not municipal corporations, it may become necessary to grant the COUNTY a property interest where the project under contract calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements.

b. If acting on behalf of the COUNTY, private nonprofit entities using federal Housing and Community Development Block Grant funds for the purposes described in 24 CFR, Section 570.201, will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

c. Upon expiration of the contract, CONTRACTOR shall ensure that any real property under the CONTRACTOR'S control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 is either:

- 1) Used to meet one of the national objectives in Section 570.901 until five years after expiration of the contract; or
- 2) Disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property.

7. Purchasing Requirements

To the greatest extent feasible, CONTRACTOR shall purchase supplies and services for activities under this contract from vendors and contractors whose businesses are located in the area served by COUNTY funded activities or owned in substantial part by project area residents, per Section 3, Housing and Community Development Act of 1968, as amended.

8. Required Records

In addition to other financial and program records required under this contract, CONTRACTOR shall maintain records documenting citizen participation, equal opportunity, and any other matters as directed by COUNTY. Citizen participation records shall document the process used to inform citizens concerning the amount of funds available, ranges of project activities undertaken, and opportunities to participate in funded projects. Equal opportunity records shall document racial, ethnic, and female-headed household data showing extent to which these categories of persons have participated in, or benefited from, the activities carried out under this contract. CONTRACTOR shall also maintain data recording its affirmative action in equal opportunity employment and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to use business concerns which are located in or owned in substantial part by persons residing in the area of the project.

9. Service Standards

a. As a minimum service performance standard, CONTRACTOR shall provide services at at least 80 percent of planned service levels unless COUNTY states otherwise. Failure to perform at least at 80 percent may be grounds to terminate the service or contract or to adjust service levels and allocations.

b. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period, unless otherwise specified by COUNTY.

c. CONTRACTOR shall ensure that low and moderate income persons or others on their behalf have a right to request information and service.

d. Provision of services under this contract is restricted to Multnomah County residents.

PART D**EMERGENCY REPAIR LOAN PROGRAM**

- BORROWER:** Homeowners living in the City of Portland earning 80% or less of median income for this area.
- LOAN AMOUNT:** Maximum loan is \$5,000 or equity in the property, whichever is less.
- FUNDING:** Full Community Development Block Grant funds (CDBG).
- INTEREST RATE:** 0% fixed interest rate for incomes at 50% or less of area median income.
3% fixed interest rate for incomes at 80% or less of area median income.
- TERM:** Maximum 5 year term.
Term can be deferred for 5 years if income is less than 30% of area median income and housing expenses are more than 30% of gross monthly income.
All loans are due in full upon sale or transfer of property.
- REQUIREMENTS:** Needed repair must pose an imminent threat to health and life safety or to the integrity of the structure. Financing is limited to the emergency repair only.
- SECURITY:** The loan shall be evidenced by a promissory note and secured by a trust deed on the land and the improvements of the subject property.

PART D**PORTLAND DEVELOPMENT COMMISSION
NEIGHBORHOOD HOUSING PRESERVATION
EMERGENCY REPAIR LOANS****Client calls with emergency need**

- Client evaluated on program eligibility
- Preliminary assessment of critical need

ERL officer visits home

- Evaluates actual critical need
- Takes application and facilitates verification process
- Begins environmental review at site
- Evaluates and recommends cost effective emergency repairs
- Counsels client on obtaining appropriate bids for work

Office review

- Analyzes accepted contracts to accepted construction specifications and costs
- Completes environmental review
- Prepares cost analysis
- Submits for loan closing

After loan closing

- Work is monitored for compliance of construction contract and quality of workmanship
- Assure all work is complete before payment; authorize payment

Marketing of program

- ERL officer markets program in person at community organizations, businesses, public agencies and other groups

MEETING DATE: JUL 06 1995

AGENDA NO: C-9

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: TARGET CITIES EVALUATION FOLLOW-UP INTERVIEWS

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/Norma Jaeger

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Intergovernmental Agreement with University of Oregon/Oregon Survey Research Laboratory for follow-up interviews for the Target Cities evaluation project. Contractor selected through Request for Proposal, dated 4/95.

7/6/95 ORIGINALS TO WENDY LEBOW

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lorenzo Poe

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 27 AM 8:40

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



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 *Lorenzo Poe*
Community and Family Services Division

DATE: June 13, 1995

SUBJECT: Intergovernmental Agreement between Community and Family Services and University of Oregon/Oregon Survey Research Laboratory

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of University of Oregon/Oregon Survey Research Laboratory for the period upon execution through June 30, 1996.

II. Background/Analysis: The Community and Family Services Division proposes funding follow-up interviews for Target Cities Project evaluation. Other services provided by Oregon Survey Research Laboratory will be data entry, descriptive runs, and data given to the Division.

III. Financial Impact: This agreement provides up to \$112,500 in funds from the Oregon Office of Alcohol and Drug Abuse and the Center for Substance Abuse Treatment. These funds are included in the budget of the Community and Family Services Division.

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: The Target Cities Project is a cooperative agreement between Oregon Office of Alcohol and Drug Abuse and the federal Center for Substance Abuse Treatment. The contractor, University of Oregon/Oregon Survey Research Laboratory is also a public entity.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 102986

Amendment # _____

Prior-Approved Contract Boilerplate: Attached; x Not Attached

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p 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-9</u> DATE <u>7/6/95</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 20, 1995

Administrative Contact: Wendy Lebow

Phone: 248-3691 ext 6233

Bldg/Room 161/2nd

Description of Contract: **Follow-up interviews for Target Citites evaluation.**

RFP/BID #: P952-06-0063 Date of RFP/BID: 4/95 Exemption Expiration Date: _____

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

<p>Contractor Name: Oregon Survey Research Laboratory</p> <p>Mailing Address: Riverfront Research Park</p> <p style="padding-left: 40px;">University of Oregon</p> <p style="padding-left: 40px;">Eugene, OR 97403</p> <p>Phone: (503) 346-0824</p> <p>Employer ID# or SS#: 93-6001786</p> <p>Effective Date: Upon Execution</p> <p>Termination Date: June 30, 1996</p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$112,500</p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <td style="width:60%; text-align: center;">Payment Schedule</td> <td style="width:40%; text-align: center;">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>Per Invoice</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>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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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Laluzo Pae me* Date: 6/20/95

Purchasing Director: _____ Date: _____

(Class II Contracts Only)
County Counsel: *Katie Gault* Date: 6/21/95

County Chair/Sheriff: *Merely Chin* Date: 7/6/95

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.

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

COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1
6/20/95

Contractor : OREGON SURVEY RESEARCH LABORATORY

Vendor Code : 00014

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 102986

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
156	010	1130	A19E	6110	9115F		A&D Target City Evaluation Target Cities Evaluation	112,500.00			
TOTAL								112,500.00			0

INTERGOVERNMENTAL AGREEMENT

#103016

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Community and Family Services Division, hereafter called COUNTY, and

Oregon Survey Research Laboratory
Grants and Contracts
Riverfront Research Park
University of Oregon
Eugene, OR 97403

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide follow-up interviews and related data services for the Target Cities evaluation in accordance with the Request for Proposal #P952-06-0063, dated 4/95, regarding these services, the CONTRACTOR's response, and the following requirements:

A. CONTRACTOR will participate in a two-day orientation to the program context, the evaluation design, the instrument, the population and the contract.

B. CONTRACTOR will conduct 6 and 12 month interviews with two cohorts of clients initially screened and selected by Target Cities evaluation staff. For each cohort, CONTRACTOR will interview and provide data for a minimum of 350 clients at each of the 6 and 12 month interview occasions, on the following timeline:

Follow-up Interviews by Cohort Groups

Cohort Groups	Interview Occasion (# months from initial assessment)	Timeframe for Interviews
1st Cohort (n=350-450)	6 month 12 month	July - October 1995 January - April 1996
2nd Cohort (n=350-450)	6 month 12 month	October 1996 (begins) April 1997 (begins)

The interview instrument will use the follow-up Addiction Severity Index (ASI) the Multnomah Clinical Assessment (MCA), and the client services summary. The questions will be in a comparable format with the initial MCA assessment. The CONTRACTOR may, however, coordinate with Target Cities evaluation staff in arranging the questions to best meet interviewer needs.

The interviewees are expected to be approached for the follow-up interview in roughly the order in which they were originally assessed in order to equalize the interval between the initial and follow-up contacts.

C. CONTRACTOR will perform data functions for each interview, including:

- data entry of interviews; and
- descriptive data runs, as required by Target Cities evaluation staff.

D. CONTRACTOR will provide interview data in electronically transferrable form to Target Cities evaluation project.

2. **COMPENSATION.** COUNTY will pay CONTRACTOR up to \$112,500, (this is \$56,250 for each of two occasions, for all 450 interviews), at the rate of \$125 per completed interview (this is \$25 for interviewee payment, and \$100 for administrative fee), as follows:

A. The CONTRACTOR will receive an advance for each occasion as follows:

- \$25 x 450 subjects (interviewee payment) \$11,250
- 1/3 of administrative fee \$15,000
- Total Advance \$26,250

B. The CONTRACTOR will receive the second 1/3 of administrative fee of \$15,000 after 200 interviews are completed.

C. The CONTRACTOR will be paid the final 1/3 of administrative fee, upon invoice, anytime after 350 interviews are completed, reconciling for advances. The balance may be paid in two installments upon receiving invoices, after the 350 interviews have been completed.

3. **TERM.** The CONTRACTOR'S services will begin upon execution of this Agreement and terminate when completed but no later than June 30, 1996.

4. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, the attached Conditions of Contract, and Exhibit A (workers compensation).

MULTNOMAH COUNTY, OREGON

UNIVERSITY OF OREGON/OREGON
SURVEY RESEARCH LABORATORY

BY Lorenzo P. [Signature]
Director,
Community & Family Services Division

6/20/95
Date

BY _____
TITLE _____
Date _____

BY Beverly Stein [Signature]
Beverly Stein,
Multnomah County Chair

7/6/95
Date

BY _____
TITLE _____
Date _____

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

By Katie [Signature]
Assistant County Counsel

6/21/95
Date

APPROVED AS TO FORM:
CONTRACTOR ATTORNEY (If Applicable)

By _____
Date _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-9 DATE 7/6/95
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY CONTRACT NO. 103016
CONDITIONS OF INTERGOVERNMENTAL AGREEMENT

The attached contract for services between Multnomah County, herein "COUNTY", and University of Oregon/Oregon Survey Research Laboratory, herein "CONTRACTOR", is subject to the following:

1. **FUNDS AVAILABLE.** 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.

2. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **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 the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.

4. **ACCESS TO RECORDS.** The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. **PROPERTY OF COUNTY.** All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current worker's compensation insurance, or a copy thereof, is attached to this contract as Exhibit A.

B. If CONTRACTOR has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current worker's compensation insurance coverage as described in subparagraph A. above.

C. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

7. **INDEMNIFICATION.** To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the CONTRACTOR shall hold harmless, defend, and indemnify the COUNTY and the COUNTY'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 CONTRACTOR'S work or any subcontractor's work under this contract.

8. **ADHERENCE TO LAW.** The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

9. **NONDISCRIMINATION.** CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating 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, handicap, or sexual orientation. CONTRACTOR must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

10. **EARLY TERMINATION.**

A. This contract 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. The COUNTY, by written notice of default, may terminate this agreement if CONTRACTOR fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

C. Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

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

11. **FINAL PAYMENT.**

All final requests for payment must 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.

MEETING DATE: JUL 0 6 1995

AGENDA NO: C-10

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT:

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: June 29, 1995 / 7.6.95

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/Sue Larsen

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Sue Larsen

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Department of Community and Family services recommends Board approval on an Intergovernmental Agreement with the City of Portland for \$215,739 to continue funding of the Youth Employment and Empowerment Project. These dollars support the 16 contracts with community based providers who constitute the YEEP service providers.

7/6/95 ORIGINALS to CHRIS WHITE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

S:\ADMIN\CEU\CONTRACT\YEEP.BCC

1995 JUN 29 PM 12:00
CLERK OF
COUNTY CLERK'S
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 *Lorenzo Poe*
Department of Community and Family Services

DATE: June 20, 1995

SUBJECT: Intergovernmental Agreement between Community and Family Services and the City of Portland

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of an agreement with the City of Portland for the period July 1, 1995 through June 30, 1996.

II. Background/Analysis: This agreement marks the fourth year the City of Portland, Multnomah County, the State of Oregon, the Youth Employment and Empowerment Coalition (YEEC), and the business community of greater Portland have teamed up to support the Youth Employment and Empowerment Project (YEEP). This project continues to serve gang-affected and gang-involved youth, approximately 50% of which are female, through the provision of pre-employment training, job placement, ongoing support services, and ongoing training. As of March 31, 1995, 258 youth had participated in the project for this fiscal year alone.

III. Financial Impact: The agreement allows for the allocation of \$215,739 in City of Portland funds to YEEP. These dollars are then contracted to the community based agencies which comprise the Coalition.

IV. Legal Issues: N/A

V. Controversial Issues: N/A

VI. Link to Current County Policies: This agreement continues to support coordinated efforts between the City and the County, as well as supporting State/County benchmarks related to youth employment and a reduction in juvenile crime.

VII. Citizen Participation: YEEP is comprised of 17 community based agencies, is overseen by a Steering Committee comprised of citizens with strong interest in the project, and the greater Portland area business community.

VIII. Other Government Participation: The State of Oregon, Criminal Justice Services Division also funds YEEP.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # **10302**

Prior-Approved Contract Boilerplate: Attached: **XX** Not Attached

Amendment #

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input 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-10</u> DATE <u>7/6/95</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 20, 1995

Administrative Contact: Chris White

Phone: 248-3691 ext 6062

Bldg/Room 161/2nd

Description of Contract: **Funding for the Youth Employment and Empowerment Project.**

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

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

<p>Contractor Name : City of Portland, BHCD</p> <p>Mailing Address: 808 SW 3rd, #600</p> <p style="padding-left: 40px;">Portland, OR 97204</p> <p>Phone: (503) 823-2381</p> <p>Employer ID# or SS#: <u> </u></p> <p>Effective Date: July 1, 1995</p> <p>Termination Date: June 30, 1996</p> <p>Original Contract Amount: \$ <u> </u></p> <p>Total Amt of Previous Amendments: \$ <u> </u></p> <p>Amount of Amendment: \$ <u> </u></p> <p>Total Amount of Agreement: \$ 215,739</p>	<p>Remittance Address (if different) <u> </u></p> <table style="width:100%;"> <tr> <td style="width:50%; text-align: center;">Payment Schedule</td> <td style="width:50%; text-align: center;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ <u> </u></td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ <u> </u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Per Invoice</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. <u> </u></td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ <u> </u></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 \$ <u> </u>	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ <u> </u>	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. <u> </u>		<input type="checkbox"/> Requirements Not to Exceed \$ <u> </u>		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. <u> </u>																	
<input type="checkbox"/> Requirements Not to Exceed \$ <u> </u>																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Poe* Date: 6/21/95

Purchasing Director: Date:

(Class II Contracts Only) County Counsel: *Katie Gartzins* Date: 6/29/95

County Chair/Sheriff: *Bobley Ben* Date: 7/6/95

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	0130			9930L			YECP City of PDX	\$215,739	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

S:\ADMIN\CEU\CONTRACT\YECP\CITY.CAF

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is between Multnomah County through it's Community and Family Services Division (COUNTY) and the City of Portland (CITY). It is for the period beginning July 1, 1995, and ending June 30, 1996.

Recitals:

- A. There is a need to provide gang involved and gang affected youth with career based employment opportunities.
- B. A coalition of business, non-profit service agencies and government entities have committed to working together to provide and coordinate services to this population.
- C. Multnomah County has been designated to coordinate and provide service to this population.
- D. The COUNTY intends to contract with agencies of the Youth Employment and Empowerment Coalition to provide pre-employment, case management, and other support services.
- E. Funding is provided by the CITY of Portland, the State of Oregon, and other sources.
- F. The CITY has committed \$215,739 for fiscal year 1995-96.
- G. The service agencies participating as the Youth Employment and Empowerment Coalition include but are not limited to: Urban League, Emmanuel Community General Services, Yaun Child Care Center, Minority Youth Concerns Action Program, Open Meadow Learning Center, Portland House of Umoja, Private Industry Council, Lents Education Center, Self Enhancement, Inc., Portland Opportunities Industrialization Center, Christian Women Against Crime, Northeast Neighborhood Coalition, Oregon Outreach, Portland Impact, Oregon Human Development Corporation, International Refugee Center of Oregon, Mainstream Youth Program, Inc, and The Youth Employment and Empowerment Coalition.
- H. The CITY now desires to enter into a formal agreement with the COUNTY for \$215,739 so that the COUNTY can proceed with this project without delay.

Now, therefore, in consideration of their mutual promises, the parties agree to the following:

INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 2 of 9

1. COUNTY's Responsibilities:

- A. The COUNTY will contract with agencies of the Youth Employment and Empowerment Coalition Project and the receiver of all money towards the development of that project.
- B. The COUNTY will assign a minimum of one FTE Staff to coordinate the project and oversee contractual process, to be placed at the Community and Family Services Division.
- C. The COUNTY, within 30 days of completion of contracts with participating agencies, will forward all contracts and associated budgets to CITY.
- D. The COUNTY will report quarterly to the CITY regarding expenditures of all dollars associated with this contract for this project.
- E. The COUNTY will report quarterly to the CITY regarding the number of youth served and the progress towards the specific objectives outlined in the terms of this agreement. A sample format for this report is included in this agreement as Attachment A.

F. That COUNTY then agrees:

1) The TARGET POPULATION which this project will serve includes:

- a) gang involved and gang affected youth;
- b) ages 14 and older;
- c) males and females;
- d) referred for service from one of the Coalition agencies.

2) The SERVICES targeted at this population may include, but are not limited to, the following areas:

- a) Pre-Employment Training: Needs assessment, resume preparation, application writing, interviewing, career exploration, employment requirements (Social Security number, photo ID, Work Permits, Birth Certificate).
- b) Job Readiness Skills/Work Maturity: Demonstrating positive attitudes and behaviors, being consistently punctual, maintaining regular attendance, presenting appropriate appearance, exhibiting good interpersonal relations, completing tasks effectively and in a timely manner, giving attention to instructions from supervisors, giving meaningful feedback to supervisor.
- c) Job Site Monitoring: Consultation and mediation with the employer and the youth to resolve difficulties, individual and group conferences to improve work place

INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 3 of 9

- attitude, support for the youth and employer to maintain a positive employment situation.
 - d) Academic Skills: GED preparation and completion, educational tutoring, alternative educational services, basic educational services.
 - e) Support Services: Case management, drug and alcohol assessment, treatment and recovery support, basic living needs (transportation, clothing, food), self-esteem enhancement, cultural awareness, life skills development, moral and social enhancement, support services for parents, extended family and friendship bonding.
 - f) Entrepreneurial Development: assistance in creation and development of entrepreneurial enterprises.
- 3) These services will be provided through a collaborative effort of participating agencies. The **SERVICE DELIVERY MODEL** will include the following elements:

Intake

- a) Multiple entry points for youth. All agencies participating in the Coalition will refer and serve youth.
- b) Youth will be assessed for current level of academic functioning and employability. A common assessment process will be used by all providers for both the reading and non-reading client.
- c) Agencies will conduct a uniform intake and collect common client information.
- d) Agencies will insure that youth have any essential employer required information.

Pre-employment Training

- a) Agencies will provide pre-employment training from curriculum which meets the commonly accepted work standards and competencies (see Attachment A).
- b) Youth will be evaluated for work maturity skills. Youth who have acquired work maturity skills and the accepted levels will be referred for a job placement interview. Youth who have not acquired work maturity skills will remain in extended pre-employment training and referred for other services as deemed necessary.

Job Placement and Job Site Monitoring

- a) The Youth Employment and Empowerment Coalition's job developer will act as the single point of contact for job referrals. She will accept all job referrals and bring them to the Screening Committee of coalition agencies participating in the project. This Committee will coordinate the assignment of job referrals for interviews. This Committee will meet regularly to coordinate referrals to ensure a timely response to employers. The Division will coordinate this Committee's activity.
 - b) The participating coalition agencies will refer a pool of applicants to the employers for jobs.
 - c) Once a youth is hired, the participating agencies will provide job site monitoring services. The agencies will have regular contact with the youth and the employer and act as a resource to assist in resolving difficult situations. The agency will continue to provide support to insure a positive experience for the youth and the employer as long as needed.
- 4) The following MILESTONES will be established in the implementation of this project:
- a) 275 (90%) of gang involved or gang affected youth who participate in the project's pre-employment training component will meet the project's employment competencies.
 - b) 65% of youth who complete the pre-employment training component will be placed in unsubsidized full or part-time employment.
 - c) 60% of youth placed in jobs will continue to be employed 60 days after placement.
 - d) 85% of youth who successfully meet the project's employment competencies will either remain non-adjudicated (if they were non-adjudicated when they completed PET), or receive no further charges while in the project (if they were adjudicated when they completed PET).

INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 5 of 9

- 5) The COUNTY will also report on the education progress of participants while in the project.
- G. The COUNTY will follow generally accepted fiscal management and accounting principals.
- H. The COUNTY will provide for the CITY an annual project evaluation within three (3) months of project termination. This annual report will include final progress towards the specific objectives outlined in the terms of this agreement, as well a narrative discussion of the project.
- I. The COUNTY will waive all administrative costs associated with this project.

2. CITY's Responsibilities:

- A. The CITY will pay the County on the following schedule:

At the end of each quarter of service, a fourth of the total award will be paid to COUNTY upon receipt of billing invoice from COUNTY. These billings are due no later than October 31, 1995, January 31, 1996, April 30, 1996, and July 31, 1996.

- B. The CITY will bring to the COUNTY's attention any problems or concerns they have with the payment process, as soon as said problems occur.
- C. Funds paid by the CITY to the COUNTY under this agreement are restricted funds. The COUNTY agrees to expend the agreement funds strictly in accordance with the terms of this agreement.
- D. The CITY reserves the right to periodically audit and review the actual expense of the COUNTY for the following purposes:
 - 1) AUDIT OF PAYMENTS. The CITY, either directly or through designated representative, may audit the records of the COUNTY at any time during the period covered under this agreement. 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.
 - 2) If it is determined from the COUNTY's expense statements or the audits referred to above that funds remain at the end of the agreement after approved expenses have been deducted from restricted funds paid under this agreement, such funds shall remain

INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 6 of 9

restricted and used to provide services during the subsequent agreement period. The COUNTY agrees that if this agreement is terminated prior to the agreement term ending date, or if immediately following expiration of this agreement the CITY and COUNTY do not enter into a subsequent agreement for the services hereunder contracted, the COUNTY will promptly refund the surplus restricted funds.

3. Billing: CITY will pay COUNTY in payments upon receipt of invoice from COUNTY, as covered under the periods designated in the terms of this agreement.
4. Program Records, Control Reports, and Monitoring Procedure: The COUNTY agrees to maintain program records including statistical records and to provide program records to the CITY at times and in the form prescribed by the CITY. The COUNTY agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this agreement. The COUNTY also agrees that a program and facilities review may be conducted at any reasonable time by persons authorized by the CITY. The COUNTY agrees to maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect cost and funds expended in the performance of this agreement and all revenue received for programs under this agreement. The COUNTY agrees to collect financial statistics on a regular basis to make financial reports at times and in the form prescribed by the CITY.
5. Indemnification and Insurance: Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY shall indemnify, defend and hold harmless the CITY, its officers, employees and agents, from all claims, suits, actions or expenses of any nature arising in favor of any person, resulting from or arising out of the acts, errors or omissions of the COUNTY acting pursuant to the terms of this agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the CITY in turn agrees to indemnify, defend and hold harmless the COUNTY, its officers, employees and agents, from all claims, suits, actions or expenses of any nature arising in favor of any person, resulting from or arising out of the acts, errors or omissions of the CITY acting pursuant to the terms of this agreement.

Both the CITY and the COUNTY shall at all times have in effect comprehensive liability insurance and property damage insurance covering their respective acts and omissions under this agreement, or self insure for such risks. Such liability insurance, whatever the form, shall be in an amount not less than the limits of the public tort liability specified in ORS 30.270.

6. Compliance With Applicable Law, Licensing, and Program Standards: The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract. COUNTY shall comply with applicable state,

INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 7 of 9

county, and municipal standards for licensing, certification, and operation of required facilities; shall maintain any applicable professional license or certificate required to perform these services described in this contract and shall comply with any other standards or criteria described in this contract.

7. Equal Rights: The COUNTY agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
8. Renegotiation or Modification: All alterations, variations, modifications, and waivers of provisions of this contract shall be valid only when they have been reduced to writing, signed by all parties, and attached to the original of this contract.
9. Excuses for Nonperformance: Neither party to this contract shall be held responsible for delay or failure in the performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to fire, flood, epidemic, strikes, acts of God, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers which cannot reasonably be forecast or provided against. Either party may terminate the contract after reasonably determining that such delay or failure will prevent continued performance of the contract and after given written notice to the other party of the cause, its effects on contract performance, and effective date of termination that the contract is so terminated the obligation of the CITY shall be limited to the payment for services provided in accordance with the contract prior to the date of termination.
10. Remedies: If the COUNTY fails to provide the services or perform any of the other requirements under the contract and such failure is not excused, the CITY, after given the COUNTY written notice of such failure may withhold part or all of the COUNTY's payment of services until such failure is corrected. If the COUNTY does not correct such failure within a reasonable time allowed by the CITY, the CITY may terminate the contract and any actions taken or not taken under it shall not affect the CITY's rights under the Termination section. The rights and remedies of the CITY in this section are not exclusive and are in addition to any other rights and remedies provided to the CITY by law or under this contract.
11. Termination:
 - A. This contract may be terminated by mutual consent of both parties or by either party upon sixty days written notice delivered personally or by certified mail.
 - B. The CITY may also terminate this contract effective upon delivery of written notice to the COUNTY or at any later date as may be established by the CITY under any of the following conditions.

INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 8 of 9

- 1) If CITY funding from federal, state, or other sources is not obtained; if decreased modified or limited; or if CITY expenditures are greater than anticipated such that funds are insufficient to allow for the purchase of services required under this contract. The contract may be modified to accommodate the change in available funds;
 - 2) If federal or state laws, regulations, or requirements are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract and no longer qualify for the funding proposed for payments authorized by this contract;
 - 3) If any license or certificate required by law or regulation to be held by the COUNTY to provide the services required by this contract is for any reason denied, revoked, not renewed or changed in such a way that the COUNTY no longer meets requirements for such license or certificate.
12. Funds Available and Authorized: The CITY certifies that at the time of signing this contract sufficient funds are authorized and available or anticipated to be available for the expenditure to finance costs of this agreement within the CITY's current appropriation or limitation.

INTERGOVERNMENTAL AGREEMENT
City of Portland
Page 9 of 9

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

CITY OF PORTLAND, OREGON

By: _____
Commissioner, Gretchen Kafoury

Date: _____

By: _____
Barbara Clark, City Auditor

Date: _____

APPROVED AS TO FORM:

Jeffery L. Rogers (For)
Jeffery L. Rogers, City Attorney

Date: _____

MULTNOMAH COUNTY, OREGON

By: Beverly Stein
Beverly Stein, Chair
Board of Commissioners

Date: July 6, 1995

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

Date: 6/21/95

By: Sue Larsen
Sue Larsen, Program Manager

Date: 6/21/95

REVIEWED By:

Katie Gaetjens
Katie Gaetjens
for:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

Date: 6/29/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 7/6/95
DEB BOGSTAD
BOARD CLERK

ATTACHMENT A

1995-96 Progress Summary

Project: YEPP
Grantee: Multnomah County
Project No: 93-018

Quarterly Narrative Progress Reports

	Due Date	Date Mailed
First Qtr.	10/31/95	
Second Qtr.	1/31/96	
Third Qtr.	4/30/96	
Fourth Qtr.	7/31/96	

OBJECTIVE	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
275 (90%) of gang involved or gang affected youth who participate in the project's pre-employment training component will meet the project's employment competencies					
Total number of youth participating					unduplicated
Males					unduplicated
Females					unduplicated
Total number of new youth participating					unduplicated
Males					unduplicated
Females					unduplicated
Total number of gang involved youth					unduplicated
Males					unduplicated
Females					unduplicated
Total number of gang affected youth					unduplicated
Males					unduplicated
Females					unduplicated
Total number of youth who have met the project's employment competencies					unduplicated
65% of youth who complete the pre-employment training component will be placed in unsubsidized full or part time employment.					
Number of youth in project who have been placed in unsubsidized employment					unduplicated
Number of youth placed for the first time in unsubsidized employment					unduplicated
Number of youth worked during each quarter					N/A
60% of youth in the project placed in jobs will continue to be employed 60 days after placement					
Number of youth employed 60 days after placement					unduplicated
Percentage of youth employed 60 days after placement					%
Number of youth employed 90 days after placement					unduplicated
Percentage of youth employed 90 days after placement					%
Number of youth employed 120 days after placement					unduplicated
Percentage of youth employed 120 days after placement					%

OBJECTIVE	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
85% of the youth who successfully meet the project's employment competencies will either remain non-adjudicated (if they were non-adjudicated when they completed PET), or receive no further charges while in the project (if they were adjudicated when they completed PET).					
# non-adjudicated youth completed PET					
# non-adjudicated youth offended					
# adjudicated youth completed PET					
# adjudicated youth reoffended					
# of offenses which occurred while youth was employed					
Achieve a reduction in the number of youth who fail a required pre-employment drug screen from 32% to 16%.					
# of youth who took a required pre-employment drug screen.					
# of youth who failed a required pre-employment drug screen.					
Percentage of youth who failed a pre-employment drug screen.					%

QUARTERLY PROGRAM INFO.	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
EMPLOYMENT ACTIVITY					
# of youth who graduated job ready					unduplicated
# of youth interviews					0
# of youth placed in jobs					0
# of youth remaining 60 days					unduplicated
# of youth still working at quarter end					N/A
TERMINATION FROM EMPLOYMENT					
# of youth with job terminations					0
# of these w/ a diploma or GED					0
# of these w/o a diploma or GED who continued or returned to school after job termination					0
# of these w/o a diploma or GED who did not continue or return to school after job termination					0
EDUCATION					
# of youth with diploma or GED					
# of youth in school to earn a diploma or GED					
MAJOR AREAS OF SERVICE (hrs)					
Pre-Employment Training					0
Ongoing Client Support					0
Individual Counseling					0
Ongoing Training					0
Basic Skills Education/Training					0
Jobsite Counseling					0
Support Services					0
Vocational Training					0
Group Counseling					0
Case Coordination & Referral					0
TERMINATION FROM THE PROJECT					
# of youth terminated during quarter					0
# of youth terminated before 60 days of employment					0
Reasons for non-continuation					
Service completed					0
Contact Lost					0
Not Benefitting From Program					0
Moved					0
Satisfied, Youth Chose to Terminate					0
Runaway					0
Committed to McClaren					0
Committed to Other Institution					0
Other					0

DEMOGRAPHICS	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
ETHNICITY					
Asian – American Total					0
Male					0
Female					0
African American Total					0
Male					0
Female					0
Latino – American Total					0
Male					0
Female					0
Native – American Total					0
Male					0
Female					0
European – American Total					0
Male					0
Female					0
Other Total					0
Male					0
Female					0
IDENTIFIED PROBLEMS					
Financial Problems					0
Low Self – Esteem					0
Lack of Appropriate Role Model					0
Parent/Youth Conflicts					0
Situational Crisis					0
Aggressive Behavior					0
Poor School Attendance					0
Racial/Cultural Differences					0
Difficulties w/Peer Relationships					0
Pregnant/Teen Parent					0

ORDINANCE NO: 168930

*Agreement with Multnomah County, Community and Family Services Division for \$215,739 for the Youth Employment and Empowerment Program and provide for payment.
(Ordinance)

The City of Portland ordains:

Section 1. The Council finds that:

1. The City recognizes the need to provide gang involved and gang affected youth with career based employment opportunities.
2. A coalition of business, non-profit service agencies and government entities have committed to working together to provide and coordinate services to this population.
3. Multnomah County has been designated to coordinate and provide services to this population.
4. The County intends to contract with agencies of the Youth Employment and Empowerment Coalition to provide pre-employment, case management, and other support services.
5. In the FY 95-96 budget, funding has been approved for the Youth Employment and Empowerment Program in the amount of \$215,739.
6. An agreement should be entered into with Multnomah County in the sum of \$215,739 to provide funding for the Youth Employment and Empowerment Program.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Affairs is hereby authorized to enter into an agreement with Multnomah County to provide \$215,739 for the Youth Employment and Empowerment Program in accordance with the Agreement attached as "Exhibit A".
- b. The Commissioner of Public Affairs is hereby authorized to pay for said contract from the General Fund.

Section 2.

The Council declares that an emergency exists because delay in implementation of the action herein could result in an inability to provide necessary services in a timely manner; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council JUN 14 1995

Comm. Gretchen Miller Kafoury
Karen Belsey
June 06, 1995

BARBARA CLARK
Auditor of the City of Portland
By *Butler Olson*
Deputy

MEETING DATE: JUL 06 1995

AGENDA NO: C-11

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Clakamas County Community Corrections - Electronic Monitoring Services

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 3 minutes

DEPARTMENT: Juvenile Justice DIVISION: _____

CONTACT: Alandria Taylor TELEPHONE#: 248-3968

PERSON(S) MAKING PRESENTATION: Elyse Clawson/Jim Anderson

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable): The Juvenile Justice Department has had an Intergovernmental Agreement with Clackamas County Community Corrections since fiscal year 1992/93 to provide electronic monitoring services to Multnomah County youth who have been court ordered to receive such services while awaiting formal disposition. This has proven to be an effective and necessary enhancement to Close Supervision along with providing an alternative to detention. State funds in the amount of \$5,165 will be used to pay for this service

7/6/95 ORIGINALS to ALANDRIA TAYLOR

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

CLACKAMAS COUNTY
JUL 27 PM 4:56
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: Elyse Clawson 

DATE: June 19, 1995

RE: Approval of an Intergovernmental Agreement between the Juvenile Justice Department and Clackamas County for continuation of Electronic Monitoring Services.

I. Recommendation/Action Requested:

The Juvenile Justice Department recommends the Board's approval of an Intergovernmental Agreement between Clackamas County Corrections and the Juvenile Justice Department for continuation of electronic monitoring services as an alternative to detention.

II. Background/Analysis:

The Juvenile Justice Department has contracted with Clackamas County Corrections since fiscal year 1992/93 to provide electronic monitoring services to Multnomah County youth who are court ordered to receive such services while awaiting formal disposition. It has proven to be a necessary and effective enhancement to Close Supervision while providing an alternative to detention.

III. Financial Impact:

State CSD funds in the amount of \$5,165 will be used to pay for this service.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

The current policy of using electronic monitoring as a alternative to detention is an integral component of the Division's capacity management system.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 102746

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p 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>7/6/95</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	---

Department: Juvenile Justice Division: _____ Date: June 15, 1995

Contract Originator: Jim Anderson Phone: 248-3594 Bldg/Room: 311/JJD

Administrative Contact: Alandria Taylor Phone: 248-3968 Bldg/Room: 311/JJD

Description of Contract: This Intergovernmental Agreement will provide continuation of electronic monitoring services as an alternative to detention. Clackamas County is responsible for the equipment and the supervision of the equipment covered under the terms of the Agreement.

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

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

<p>Contractor Name: <u>Clackamas Community Corrections</u></p> <p>Mailing Address: <u>1024 Main Street</u> <u>Oregon City, OR 97045</u></p> <p>Phone: <u>655-8603</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1995</u></p> <p>Termination Date: <u>June 30, 1996</u></p> <p>Original Contract Amount: \$ <u>5,165</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>5,165</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 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 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. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES: Department Manager: Date: 6-21-95

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

County Counsel: Date: 6/28/95

County Chair/Sheriff: Date: July 6, 1995

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

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
1	156	012	2729			6060		DNZG		\$5,165	

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

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON,
AND
MULTNOMAH COUNTY, OREGON

- I. PURPOSE: This Agreement is entered into by and between Clackamas County and Multnomah County for the Cooperation of units of local government under the authority of ORS 190.010.

This Agreement provides the basis for a cooperative working relationship for the purpose of renting a maximum of five (5) electronic surveillance units to Multnomah County to use for Close Supervision.

II. SCOPE OF WORK AND COOPERATION:

A. Multnomah County Agrees to:

- 1) Be responsible for any damage to the equipment. They will require offenders placed on electronic surveillance to sign an informed consent form indicating the offender can be charged with theft or vandalism if equipment is not returned in proper working order.
- 2) Be responsible for providing weekly visual inspection for tampers.
- 3) Be responsible for any required offender contact based on violation notices received on the computer at Clackamas County.
- 4) Be responsible for round-trip shipping costs to Clackamas County on any equipment rented.
- 5) Report all equipment problems to the Clackamas County Residential Center at 655-8262.

B. Clackamas County agrees to:

- 1) Administer intake procedures to all youth served under this contract.
- 2) Monitor the electronic surveillance computer daily to review compliance and inform Multnomah County at 248-3525 for all violations as they are detected.
- 3) Hardcopy printouts will be mailed to Multnomah County upon request.

- III. A. Multnomah County agrees to pay Clackamas County an active rate of \$15 per day for each unit in use. If equipment is not utilized within five working days, it will be returned to Clackamas County. Payment will be made monthly to Clackamas County Community Corrections Residential Center, 9000 SE McBrod, Milwaukie, Oregon 97222. The sum owed under this Agreement shall

INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY, OREGON,
AND MULTNOMAH COUNTY, OREGON

Page 2 of 3

be determined at the conclusion of each month by Clackamas County with billing invoice sent to Multnomah County.

- B. Total contractual amount not to exceed \$5,165.
- IV. Liaison Responsibility: Liaisons from both Multnomah County and Clackamas County will be designated.
- V. Special Requirements:
- A. Clackamas County and Multnomah agree to comply with all applicable local, state, and Federal ordinances, statutes, laws, and regulation.
 - B. Multnomah County agrees to protect and save Clackamas County, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Multnomah County employees or third parties on account of personal injuries death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts of omissions of Multnomah County and/or its agents, employees, subcontractors or representatives under this Agreement.
 - C. Record and Fiscal Control System: All payroll and financial records pertaining in whole or in part to this Contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three years after receipt of final payment under this contract provided that any records and documents that are the subject of audit finding shall be retained for a longer time until such audit findings are resolved.
 - D. Access to Records: Clackamas County, the State of Oregon, the Federal Government and a duly authorized representative shall have access to the books, documents, papers, and records of Multnomah County which are directly pertinent to the agreement for the purposes of making audit, examination, excerpts, and transcripts.
 - E. This contract is expressly subject to the debt limitation of Oregon County set forth in Article XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- VI. Amendment: This Agreement shall be amended at any time with concurrence of both parties. Amendments become part of this Agreement only after the written amendment has been signed by both parties.
- VIII. Term of Agreement: This Agreement becomes effective upon July 1, 1995 and is scheduled to terminate June 30, 1996. This Agreement is subject to termination by either of the parties upon 30 days written notice. Upon termination of this Agreement, any unexpended balances of Agreement funds shall remain with Multnomah County.

INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY, OREGON
AND MULTNOMAH COUNTY, OREGON
Page 3 of 3

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

CLACKAMAS COUNTY, OREGON

Signing on behalf of the Board:


Jono Hildner
Administrator

Date: 6/13/95

MULTNOMAH COUNTY, OREGON

By: 

Beverly Stein, Chair
Board of County Commissioners

Date: July 6, 1995

By: 

Elyse Clawson, Division Director

Date: June 21, 1995

By: 

Jim Anderson, Program Manager

Date: 6-21-95

REVIEWED:

Laurence Kressel, County Counsel
For Multnomah County, Oregon

BY: 

Assistant County Counsel
Katie Gaetjens

Date: 6/28/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-11 DATE 7/6/95
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUL 06 1995

AGENDA NO: C-12

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Children's Services Division Intergovernmental Agreement

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Juvenile Justice DIVISION: _____

CONTACT: Alandria Taylor TELEPHONE#: 248-3968

PERSON(S) MAKING PRESENTATION: Elyse Clawson/JoAnne Fuller

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of an Intergovernmental Revenue Agreement, between Children's Services Division and Multnomah County Juvenile Justice Department for funding to internal and community based programs for FY 1995/96.

7/6/95 originals to Alandria Taylor

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Joanne Fuller*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1995 JUN 28 AM 8:36
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: Elyse Clawson, Director
Juvenile Justice Department 

DATE: June 26, 1995

RE: Approval of an Intergovernmental Revenue Agreement between the
Juvenile Justice Department and Children's Services Division

I. **Recommendation/Action Requested:**

The Juvenile Justice Department recommends the Board's approval for continuation of the Intergovernmental Agreement for FY 1995/96 for Gang Transition Services.

II. **Background/Analysis:**

This Agreement continues the arrangement established by CSD and the Juvenile Justice Department since 1990. Programs funded under this Agreement are:

G.R.T.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 Charities
Christian Counseling Center
Yaun Youth Care
DePaul Treatment Center
Oregon Outreach, Inc.
Mainstream Youth Programs
MYCAP (Minority Youth Concerns)

This Agreement reflects continuation pass-through dollars from CSD to internal and community based providers for FY 1995/96. Thus, it allows for the complete consolidation of Gang Transition Services.

III. **Financial Impact:**

Provides an additional \$1,353,124 in revenue for FY 1995/96.

IV. **Legal Issues:**

N/A

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

This Intergovernmental Agreement adds revenue to 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

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103076

Amendment # 4

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input 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-12</u> DATE <u>7/6/95</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: Juvenile Justice Division: _____ Date: June 27, 1996

Contract Originator: Elyse Clawson Phone: 248-3460 Bldg/Room: 311/JJD

Administrative Contact: Alandria Taylor Phone: 248-3968 Bldg/Room: 311/JJD

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

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

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

<p>Contractor Name: <u>Children's Services Division</u></p> <p>Mailing Address: <u>500 Summer St., NE 4th Fl.</u></p> <p style="padding-left: 40px;"><u>Salem, OR 97310-1017</u></p> <p>Phone: <u>(503) 378-3542</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1995</u></p> <p>Termination Date: <u>June 30, 1996</u></p> <p>Original Contract Amount: <u>\$ 495,957</u></p> <p>Total Amt of Previous Amendments: <u>\$ 1,883,799</u></p> <p>Amount of Amendment: <u>\$ 1,353,124</u></p> <p>Total Amount of Agreement: <u>\$ 3,732,880</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 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 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. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES: Department Manager: *[Signature]* Date: 6/29/95

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

County Counsel: *[Signature]* Date: 6/29/95

County Chair/Sheriff: *[Signature]* Date: July 6, 1995

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
07	156	012	2715			2319		GRET		33,247	
01	154	012	2748			2319		GRET		291,061	
02	156	012	2746			2319		GRET		151,225	
03	156	012	2741			2319		GRET		484,598	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

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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
04	156	012	2729			2319		GRET		11,782	
05	156	012	2725			2319		GRET		347,925	
06	156	012	2731			2319		GRET		33,286	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

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STATE OF OREGON INTERGOVERNMENTAL AGREEMENT

CSD Contract Log Number: 5-0616 D90847

Date: June 22, 1995

Amendment #4

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 as amended is further 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, 1995 TO June 30, 1996
2. By amending the Agreement face sheet paragraph entitled Consideration to amend the amount not to exceed from \$2,379,756.00 ^{to} \$3,732,880.00 _^
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, 1996, the Division will pay to the Contractor, by check(s), an amount not to exceed \$3,732,880.00 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

- d. During the period from July 1, 1995 thorough June 30, 1996 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 2.0 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.
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e. During the period from July 1, 1995 thorough June 30, 1996 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: [Signature] Title: O. rector Date: 6-27

Approved by Children's Services Division

By _____ Date: _____

Reviewed by Contracts Officer: _____ Date: _____

Approved for Legal Sufficiency: N/A Asst. A.G., Date: _____

[Intergovernmental Agreement]

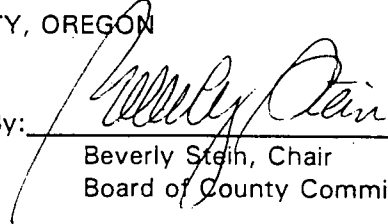
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

MULTNOMAH COUNTY, OREGON

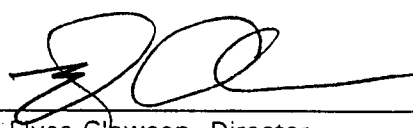
By: _____
Contractor

Date: _____

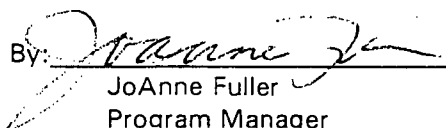
Contractor's I.D. No.

By:  _____
Beverly Stein, Chair
Board of County Commissioners

Date: July 6, 1995

By:  _____
Elyse Clawson, Director
Department of Juvenile Justice

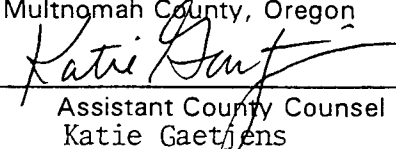
Date: 6-27-95

By:  _____
JoAnne Fuller
Program Manager

Date: June 28, 1995

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By:  _____
Assistant County Counsel
Katie Gaetjens

Date: 6/28/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-12 DATE 7/6/95
DEB BOGSTAD
BOARD CLERK

#1

PLEASE PRINT LEGIBLY!

MEETING DATE

7/6/95

NAME

Richard L. Fournier

ADDRESS

PO BOX 15045

STREET

PORTLAND, OR. 97215

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R-1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

DATE: 7/6/95

TO: Bev Stein & Sharron Kelley, Mult. Co. Commissioners

FROM: Richard L. Koenig, Two parent family advocate

Dear Commissioners:

When I was tried for cutting into your mediators' business, Hugh McIsaac testified during direct examination by the district attorney that his program had an approximately fifty percent success rate. When he was cross examined and confronted with an internal audit of his program's success rate in achieving agreements, he conceded that it was more like thirtyfive percent. Did he forget? Did he not know what the figures were on the document he had personally handed to me a year before? Did he think I was incapable of remembering what was on the document, so it wouldn't matter if he committed a little perjury?

When Hugh McIsaac and I attended the Academy of Family Mediators conference last year, we both met mediators from all over the country involved in court related mediation programs. Many of their programs were logging 70 and 80 percentile rates of agreement.

I have been in recent contact with Pat Dixon, a mediator from Marion County. She served with Hugh McIsaac on the Governor's Task Force on Family Law as the Vice Chair. I asked her for the numbers from Marion County's court related mediation program. To contrast Multnomah County's numbers above, the relevant data is:

In the most recent 18 month survey 61% of cases were resolved with full agreement.

28% of cases had partial agreement.

23% of cases reached no agreement.

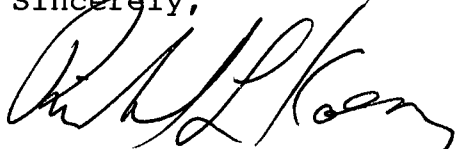
7% fell into an "other" category.

Why does Multnomah County have an agreement rate that is less than half that of Marion County's court related mediation program?

Can we assume that divorcing couples in Multnomah County are naturally more obstinate than in the cosmopolitan city of our State's capitol? While we shouldn't rule that possibility out, the first thing reasonable people might do is look at the lack of professional ethics as an indication of program inadequacy.

Next week we will explore the possible effect of monopoly on the quality of services provided by Hugh McIsaac's program.

Sincerely,



Richard L. Koenig
P.O. box 15045
Portland, OR 97215

MEETING DATE: JUL 06 1995

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Grant of Easement for Underground Distribution Line in Northwest Quarter of Section 35, Township 1 North, Range 3 East, Willamette Meridian (On County Farm).

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 6, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services **DIVISION:** Facilities & Property Management

CONTACT: Bob Oberst **TELEPHONE #:** 248-3851
BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

SEE SUPPLEMENT

7/6/95 ORIGINAL EASEMENT & true copy of
ORDER & copy of ALL to Bob Oberst

CLERK OF
COUNTY COMMISSIONERS
1995 JUN 28 PM 2:00
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

0516C/63

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Robert Oberst, Facilities & Property Management



TODAY'S DATE: June 21, 1995

REQUESTED PLACEMENT: July 6, 1995

RE: Grant of UNDERGROUND DISTRIBUTION LINE EASEMENT to Portland General Electric Company (PGE) in Section 35, T1N, R3E, WM on the Edgefield County Farm property.

I. Recommendation/Action Requested: Approval by Board of Commissioners of grant of underground electric distribution line easement to PGE.

II. Background/Analysis: The requested easement is a six feet wide strip of land adjacent to Cherry Park Road on the southwesterly boundary of the County farm property. The sketch accompanying this shows the proposed easement highlighted.

The City of Troutdale requires that overhead distribution lines be placed underground when road improvements are being made. Cherry Park Road is being widened and improved at this location by the County Transportation Division at the developer's cost in connection with the Cherry Ridge development on the adjacent land sold by Multnomah County to GSL Homes, Inc. Relocation of the overhead line serving the area involves placement of an underground line in the location of the easement requested.

Both GSL Homes, Inc., and the County Transportation Division have been consulted as to the granting of the easement. GSL has advised that the proposed distribution line will not interfere with the development of the land adjacent to Cherry Park Road. The County Transportation Division has advised that the proposed line will be compatible with the improvements to be made to Cherry Park Road.

This land is being sold by Multnomah County to GSL and will be subject to the easement without effect as to sale price.

III. Financial Impact: The consideration for the proposed easement is \$1.00. This reflects the lack of impact on the value of the land involved, the value that the proposed distribution line will bring in service to the area and would have insignificant financial impact on Multnomah County. The consideration would be deposited in equal shares to the capital improvement and natural areas acquisition funds.

IV. Legal Issues: None, to Facilities & Property Management (FM) knowledge.

V. Controversial Issues: None, to FM knowledge.

VI. Link to Current County Policies: None, to FM knowledge.

VII. Citizen Participation: None involved or expected in this transaction.

VIII. Other Government Participation: Placement of the electric distribution line underground on the proposed easement is dictated by policy of the City of Troutdale.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Grant of an) O R D E R
UNDERGROUND DISTRIBUTION LINE EASEMENT)
on Land in Section 35, T1N, R3E, W.M.,) # 95-145
Multnomah County, Oregon)

It appearing that the Portland General Electric Company (PGE) has requested an easement for an underground electric distribution line six feet in width on County land along Cherry Park Road in order to serve present and future gas needs in the region; and

It appearing that said easement is required under policies of the City of Troutdale in connection with the improvement of Cherry Park Road by Multnomah County in connection with the Cherry Ridge development; and

It being determined that the easement will have little or no effect upon the use or value of the land upon which it would be located; and

It being determined that the land underlying the requested easement is not of size or configuration to permit other development construction of the surface and thus has no value greater than \$1.00 offered by PGE for the UNDERGROUND DISTRIBUTION LINE EASEMENT and the Board being fully advised in this matter:

It is ORDERED that Multnomah County execute this UNDERGROUND DISTRIBUTION LINE EASEMENT before the Board this date and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated this 6th day of July, 1995.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein, County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
For Multnomah County, Oregon

By *John L. DuBay*
John L. DuBay

UNDERGROUND DISTRIBUTION LINE EASEMENT

In consideration of the receipt of one and no/100 dollars (\$1.00), MULTNOMAH COUNTY

("Grantors") hereby convey to PORTLAND GENERAL ELECTRIC COMPANY ("PGE"), an Oregon corporation, a perpetual easement over, under, upon and across the following described property (the "Property"), situated in: Multnomah County, State of Oregon, being a strip of land 6 feet in width, more particularly described as follows:

Situated in the Northwest quarter of Section 35, Township 1 North, Range 3 East, Willamette Meridian;

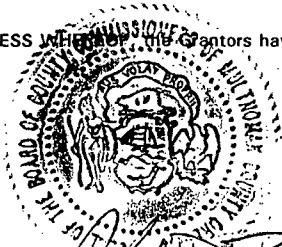
A strip of land 6.0 feet in width lying North of and contiguous to the Northerly right-of-way line of Southwest Cherry Park Road, a sixty-foot-wide road; said strip running from the East right-of-way line of Northeast 238th Drive to the West right-of-way line of Southwest Sturges Lane.

The above described strip is shown on P.G.E. Drawing E-8970, attached hereto which by reference thereto is made a part hereof.

TERMS, CONDITIONS, AND COVENANTS

1. This easement shall be for the right to enter upon the Property and to install, maintain, repair, rebuild, operate and patrol underground electrical power lines and appurtenances, including but not limited to the right to install surface or subsurface mounted transformers, surface mounted connection boxes, meter cabinets and temporary overhead service lines.
2. Grantors shall have the right to use the Property for all purposes not inconsistent with the uses and purposes of this easement, except Grantors shall not build or erect any structure or improvement upon, over or under the Property without the prior written consent of PGE.
3. The Grantors warrant that they have marketable title to the Property and that PGE may peaceably enjoy the rights and benefits of this easement.
4. If PGE shall fail to use this easement for a continuous period of five years after the installation of underground power lines, then this easement shall terminate and all rights granted hereunder shall revert to the Grantors.
5. As used herein, the singular shall include the plural and vice versa.
6. This easement inures to the benefit of and binds the parties hereto, their heirs, devisees, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the Grantors have executed this easement this 6th day of July, 19 95.



REVIEWED
By John L. DuBay
MULTNOMAH COUNTY COUNCIL

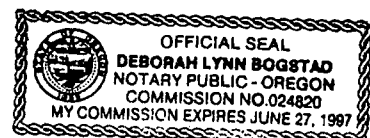
Beverly Stein (SEAL)
Grantor
Beverly Stein, Multnomah County Chair

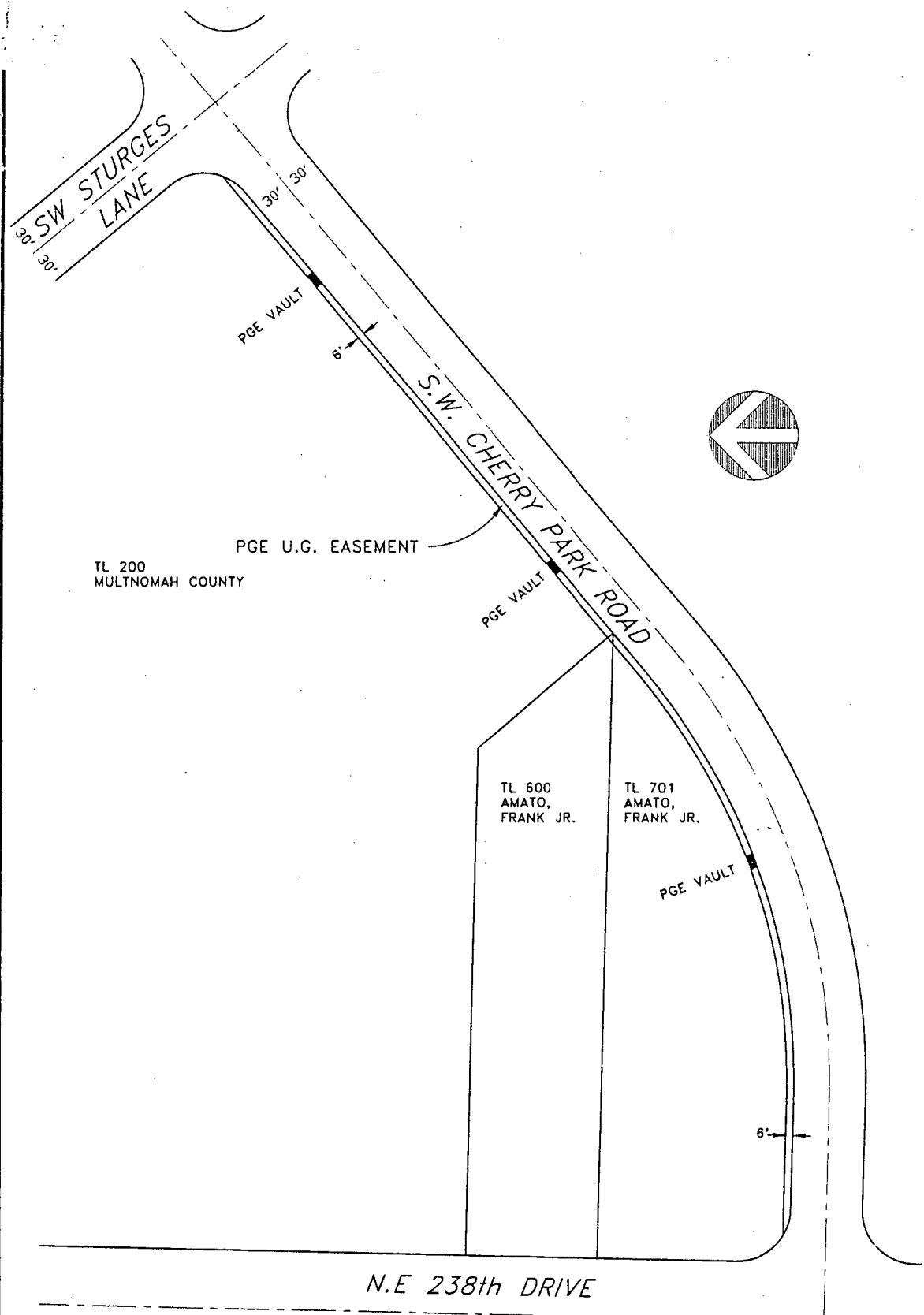
STATE OF OREGON)
) ss.
County of Multnomah)

On Thursday, July 6, 1995, the above-named Beverly Stein,
Chair, Multnomah County Board of Commissioners, as and for said Board,
appeared before me and acknowledged the foregoing instrument to be her voluntary act and deed.

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

After Recording Return To: Portland General Electric Company
Attn Property Services
121 SW Salmon St, 3WTCPL02
Portland OR 97204





Portland General Electric Portland, Oregon		
To Accompany Power Line Easement Amato and Multnomah County N.W. 1/4 Sec. 35, T. 1N., R. 3E., W.M., Mult. Co., Or.		
SCALE	1"=100'	DATE
DRAWN BY	TRACED BY	CHECKED
R.L.B.		
APPROVED		
68155		DWG. NO. E-8970

MEETING DATE: JUL 6, 1995

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Multnomah County and City of Portland for Construction Services.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 6, 1995

Amount of Time Needed: 15 minutes

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Lennie Sobo TELEPHONE #: 248-3322
BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Lennie Sobo

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approval of IGA between Multnomah County and City of Portland for Construction Services to remodel 15th floor of the Portland Building.

7/6/95

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Betsy Williams

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

BOARD OF
COUNTY COMMISSIONERS
1995 JUN 27 AM 8:40
MULTNOMAH COUNTY
OREGON



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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
BETSY WILLIAMS OF DES

FROM: LENNIE SOBO, FACILITIES & PROPERTY MANAGEMENT

DATE: JUNE 26, 1995

RE: IGA BETWEEN MULTNOMAH COUNTY AND CITY OF PORTLAND TO PROVIDE
CONSTRUCTION SERVICES TO REMODEL THE 15TH FLOOR OF THE PORTLAND
BUILDING.

I. Recommendation/Action Requested:

The Facilities Division recommends that the Chair approve this action to allow for the payment of the construction of the 15th floor of the Portland Building Retroactively.

II. Background/Analysis:

There was a request by Facilities Management that to fast track construction of the 15th floor for the Chair's new office. This is one of the series of moves needed to be done to allow for the 14th floor remodel for the Auditor and the facilitating of the move security from the 8th floor to the Auditor space on the first floor of the Courthouse. Facilitating this request involved requesting the City of Portland use their access staffing capacity and familiarity of the Portland Building Facility to complete this project by 1/22/95.

It was assumed that the rental agreement with City of Portland allowing for maintenance would allow for the remodel of the 15th floor. Interpretation of agreement by Finance does not allow for construction, only maintenance. This IGA is to allow for payment to the City for the completed work this one time.

III. Financial Impact:

There is no financial impact to the County caused by this scope of the agreement. This project was a budgeted project of \$65,000 available in the CIP budget. We used \$30,000 from CIP contingency to complete the project of which \$15,000 covered design, project management and telecommunications. The total construction amount payable to the City of Portland is \$80,000 not to exceed.

IV. Legal Issues:

ORS Chapter 190, provides for Intergovernmental Agreements to allow the performance function of activities by one unit of local government for another.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

Cooperation between government entities when it works to save dollars and operate within Purchasing Guidelines.

VII. Citizen Participation

N/A

VIII. Other Government Participation

The City of Portland's limited to construction of this particular project.

**CONTRACT APPROVAL FORM**
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 302065
Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-3</u> DATE <u>7/6/95</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Environmental Services Division Facilities Mgmt Date 5-3-95
Contract Originator Lennie Sobo Phone 248-3322 Bldg/Room 421/3rd
Administrative Contact Shelley Manny Phone 248-3322 Bldg/Room 421/3rd
Description of Contract Work necessary to remodel 14th & 15th floors of Portland building.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Portland
Mailing Address 1120 SW 5th Ave.
Portland, Or. 97204
Phone _____
Employer ID# or SS# _____
Effective Date _____
Termination Date _____
Original Contract Amount \$ _____
Total Amount of Previous Amendments \$ _____
Amount of Amendment \$ _____
Total Amount of Agreement \$ ~~80,000.00~~ \$80,000.00

REQUIRED SIGNATURES:

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

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 6/2/95

Date _____

Date 6/6/95Date July 6, 1995

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>240</u>	<u>030</u>	<u>5710</u>			<u>8200</u>			<u>162/30</u> <u>52130</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

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is between City of Portland ("City" herein) and Multnomah County ("County" herein).

I. Details

- A. County requires remodeling of its bare space on the 14th & 15th floors of the Portland Building-requiring new offices. Modification to the electrical and mechanical systems to provide for these new spaces, approximately 8,000 sq. ft. on the 15th floor and minor modifications to the 14th floor.
- B. City has contractors available provided through the public contracting procedures to do the work.

II. Agreement

- A. City will complete construction work in accordance with plans and specs furnished by County on 2/15/95.
- B. County will pay City for the work upon completion in accordance with the attached schedule - compensation payable under this agreement shall not exceed \$80,000.00.
- C. This Contract is retroactive to November 15, 1994.

CITY OF PORTLAND

MULTNOMAH COUNTY, OREGON

By _____

By *Beverly Stein*
Beverly Stein, Chair

Date _____

Date July 6, 1995

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By *John L. DuBay*

John L. DuBay, Chief Deputy

Date June 6, 1995

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 7/6/95
DEB BOGSTAD
BOARD CLERK

Frank Hudson
DEPUTY CITY ATTORNEY

#1

PLEASE PRINT LEGIBLY!

MEETING DATE 7/6/95

NAME

ADDRESS

Mantley Drake

STREET

City of Portland Fire Bureau

CITY

ZIP

R-4

I WISH TO SPEAK ON AGENDA ITEM NO.

Ambulance

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE July 6, 1995

NAME

WILLIAM N. STILES

ADDRESS

1000 SW Broadway, Suite 1400

STREET

Portland

97205

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R4

SUPPORT

OPPOSE

X

SUBMIT TO BOARD CLERK

#3

PLEASE PRINT LEGIBLY!

MEETING DATE 07/06/95

NAME

Beth Baughman

ADDRESS

700 NE 180th #19W

STREET

Portland

97220

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R-4

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#4
PLEASE PRINT LEGIBLY!

MEETING DATE July 6, 1995

NAME

ADDRESS

Lori Hanna / CRE Ambulance
1877 NE 9th

STREET

Portland, OR 97212

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-4

SUPPORT _____

OPPOSE ✓

SUBMIT TO BOARD CLERK

#5

PLEASE PRINT LEGIBLY!

MEETING DATE 7/6/95

NAME

Tim Raminis

ADDRESS

1727 New Hope

STREET

Bordland

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R-4

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

MEETING DATE: JUL 06 1995

AGENDA NO.: R-4

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Contract #200726 with Buck Medical Services dba AMR Northwest

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: July 6, 1995

Amount of Time Needed: 30 minutes

DEPARTMENT: Health

DIVISION:

CONTACT: Bill Collins

TELEPHONE #: x3220

BLDG/ROOM #: 160/9

PERSON(S) MAKING PRESENTATION: Bill Collins

ACTION REQUESTED:

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

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

Award of exclusive ambulance franchise through 9-1-1 ALS response.

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

Or

DEPARTMENT MANAGER: Bill Odegaard by Patzyteed

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

1995 JUN 30 PM 2:38
MULTNOMAH COUNTY
OREGON



Clerk of Bd



Emergency Medical Services

Multnomah County

Junita Kauble
Community Ambulance
P.O.Box 69128
Portland OR 97201

BOARD OF
COUNTY COMMISSIONERS
1995 JUN 21 AM 8:32
MULTNOMAH COUNTY
OREGON

June 20, 1995

Dear Ms. Kauble,

I received your letter to Dr. Gary Oxman and have the following comments:

1. The rates quoted in the proposal submitted by AMR will be the rates charged all users of "911" ambulance service. The contract prohibits discounting these rates.
2. AMR quoted both an ALS rate and a BLS rate. There is language in the contract that specifies the requirements for each level of charges.
3. Current policy is that calls to 911 that do not meet the triage criteria for dispatch by BOEC are instructed to call the ambulance company of their choice. This does not change under the contract.
4. Multnomah County will continue to allow ambulance companies to make their own arrangements with contractors for non-emergency, non-"911" calls. The fee structure in the 911 contract can not be altered in order to obtain other business. We will not prohibit the emergency ambulance contractor from seeking other business.
5. Other than limitations on payment by government payers, no cost shifting is allowed.

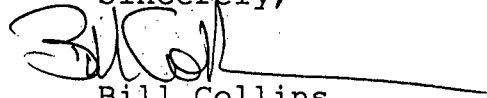
Health Department

426 S.W. Stark Street—9th Floor · Portland, Oregon 97204 · 248-3220 · Fax 248-5453

AN EQUAL OPPORTUNITY EMPLOYER

I hope this letter has answered the questions posed in your letter of June 16, 1995. If I can be of any other assistance please let me know.

Sincerely,

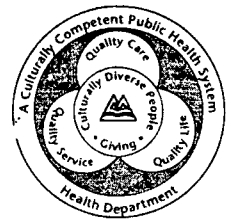
A handwritten signature in dark ink, appearing to read 'Bill Collins', with a long horizontal line extending to the right.

Bill Collins
EMS Administrator

c: Gary Oxman, MD
Beverly Stein, Chair
County Commissioners ✓
County Counsel



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: Beverly Stein, Multnomah County Chair
County Commissioners

FROM: Billi Odegaard, Director, Health Department 

DATE: June 30, 1995

RE: Exclusive Emergency Ambulance Service Contract

=====

I. Recommendation/Action Requested: The Health Departments recommends the Board of County Commissioners approve Contract # 200726 with Buck Medical Services dba AMR Northwest for the period August 14, 1995 to August 14, 2000.

II. Background/Analysis: This contract is awarded as the result of RFP #P990-37-00-29. The Board approved the award of the franchise on May 25, 1995. This contract will provide for exclusive emergency ambulance service, through a single contractor, throughout the entire County.

III. Financial Impact: None. Contractor reimbursement is through patient fees billed by Contractor.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policy: Implements the approved County Ambulance Service Area (ASA) Plan.

VII. Citizen Participation: None

VIII. Other Government Participation: None

BOGSTAD Deborah L

From: WEBER Jacquie A
To: #CHAIR'S OFFICE; #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4
Cc: KRESSEL Larry
Subject: CARE's appeal of amb contract award
Date: Friday, June 30, 1995 4:14PM

On Friday, June 30, 1995, CARE Ambulance filed the following documents in Multnomah County Circuit Court:

EX PARTE MOTION FOR TRO AND ORDER TO SHOW CAUSE WHY PRELIMINARY
INJUNCTION SHOULD NOT ENTER
PETITION/COMPLAINT (Writ of Mandamus; Injunction; Writ of Review)

Attorney for CARE, William Skiles, attorney for AMR, Chuck Corrigan, and myself appeared in front of Judge Londer on CARE's ex parte motion. Judge Londer did not grant the motion, but did set the motion on the show cause docket for Friday, July 7, 1995. At that time, the assigned Judge will hear the cause on the issue of whether CARE is an "applicant" to the ambulance RFP and therefore entitled to appeal of the RFP process pursuant to Multnomah County's administrative appeal procedures.

BOGSTAD Deborah L

From: WEBER Jacquie A
To: #CHAIR'S OFFICE; #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4
Subject: CARE's Writ of Mandamus, Amb Franchise
Date: Wednesday, July 05, 1995 10:34AM

The ambulance franchise contract with AMR is on the Board agenda for approval on July 6, 1995. As you know, CARE has filed an Alternative Writ of Mandamus, asking to be recognized as an "applicant" in the RFP process entitled to appeal the award to AMR. A show cause hearing is scheduled for July 7, 1995. However, it is County Counsel's opinion that the Board may take action on the contract on July 6, 1995, despite the pending Writ of Mandamus.



CITY OF

PORTLAND, OREGON

BUREAU OF FIRE, RESCUE & EMERGENCY SERVICES

Charlie Hales, Commissioner of Public Safety
John C. Wilson, Division Chief
Emergency Operations & Support Serv.
55 S.W. Ash Street
Portland, Oregon 97204-3590
(503) 823-3730
FAX (503) 823-3710

July 8, 1995

Beverly Stein, Chair
Multnomah County Board of Commissioners
Tanya Collier, Commissioner
Gary Hansen, Commissioner
Sharron Kelly, Commissioner
Dan Saltzman, Commissioner
1120 Southwest 5th Avenue, Room 1500
Portland, Oregon 97204

RE: Proposed Emergency Ambulance Contract

Chair Beverly Stein:

The City of Portland Bureau of Fire, Rescue and Emergency Services (Bureau) would like to applaud the Board for reaching yet another milestone in the development of the Emergency Medical Services (EMS) system for Multnomah County, with the signing of the Emergency Ambulance Contract.

The Bureau does have some concerns that are addressed in an internal report that we would like to submit for your consideration.

As this contract is for a five year period, all of the issues that can be resolved in the beginning will facilitate a smooth process for system improvements. Most of the issues in the report are minor in nature, but should be resolved before Contract implementation. Since we received the Contract on Friday afternoon of June 30, there was not adequate time to review all of our concerns with either the EMS office or County Counsel. We apologize for any inconvenience this may cause the process.

In a brief conversation with Gresham Fire Department, it appears that their version of the contract differs slightly from ours, and we would like to resolve those issues. Thank you for your consideration in this matter.

Sincerely,

John C. Wilson, Division Chief

City of Portland Bureau of Fire, Rescue and Emergency Services

Comments on Proposed Contract for Emergency Ambulance Transportation

Introduction.

The City of Portland Bureau of Fire, Rescue and Emergency Services (Bureau) which represents the citizens of our community, wants to ensure that both the levels of service promised and the rates promised are indeed going to be implemented and further that those levels of service and rates remain throughout the entire five year contract period. It is understood that the rates will be increased according to the inflationary allowances spelled out in both the Request For Proposal (RFP) and the proposed Contract.

The Bureau is concerned about the delivery of patient care services due to the service delivery problems exhibited by AMR in both Clark and Clackamas Counties. This emergency ambulance service Contract will serve as the document that will ensure that the service delivery promised will indeed be done, thereby ensuring the level of patient care is adequate to ensure the safety of our citizens. The Contract also ensures that the rates promised will indeed be charged for at least the first year of the Contract. It is therefore imperative that the Contract clearly spells out all contractual obligations that the contractor must meet.

Comments.

The Bureau has divided its comments into three parts,

Part I - Language that affects the allocation of Bureau resources

Part II - Language that affects response times

Part III - Other concerns

City of Portland Bureau of Fire, Rescue and Emergency Services Comments on Proposed
Emergency Ambulance Contract

Part I - Language that affects the allocation of Bureau resources.

On page 48 of the proposed Contract, the County states the following:

"...Contractor shall receive the following as full compensation:

c. Benefit of first responder services as available."

Let it be understood, that although this language at first glance may seem innocent, there is language throughout this contract that refers to services and relations between the Contractor and the first responder agencies.

The County, if they want such language should have an IGA with the agencies.

Page 8 of the Contract states: Contractor shall respond to all Code-1 dispatches from BOEC."

Change to:

"Contractor shall respond immediately to all Code-1 dispatches from BOEC, and arrive within 30 minutes of dispatch." [underline portion of text added]

If no time limit is put on the contractor, then the Bureau may be left at a scene with a patient they can not abandon for extended periods of time. This language merely put some definition on how long our crews can be expected to remain out of service. This is a resource and a planning issue for the Bureau, as well as a patient care issue.

Page 9, the Contract states: "It is recognized that the EMS Software in use at BOEC must be modified." Who is to pay for this modification? The City has purchased software, is it currently being used, or is the County contemplating additional software?

If there is to be a modification, will this increase the budget cost to the Bureau?

Page 17, of the Contract states: "In addition, all first-responder staff who accompany Contractor to the hospital at Contractor's request shall be returned to their station by Contractor[.] within twenty minutes of arrival at the hospital, or pay for taxi service to return the Firefighter to their station." [underline portion added to text]

City of Portland Bureau of Fire, Rescue and Emergency Services Comments on Proposed Emergency Ambulance Contract

If some language is not inserted that demands return within a specified time parameter, the Contractor could return the Firefighter, the same day? This could seriously affect resource allocation.

Part II - Response time Concerns

Some of the response time language in the Contract should be clarified.

Page 8 and page 26 both refer to rural response time standards as it relates to "100 consecutive calls." Further on in the document on page 32, the County refers to a major and minor breach of contract as it relates to response times according to being out of compliance over a three or two month period respectively. The question is, if the rural response times are figured on a 100 consecutive basis, and it takes three months to reach 100 calls, if the provider is out of compliance, are they now considered to be in "Major Breach?" The Bureau does not believe this was the intent of the County, but it is confusing as to how the contractor could be in breach in the rural zone.

A suggestion would be to go back to a monthly basis to calculate response time compliance for the rural zone, and then in the 90 day grace period, see what the impact either positive or negative applies and make whatever language changes are necessary. To leave the language as is, is open to interpretation.

Page 25 subsection C.2., Change text to read:

"Failure to respond is defined as a delay of [four (4) minutes or more] in the dispatch of an ambulance due to the lack of an available ambulance." {bracketed [] portions deleted from text}

The intent is to fine the provider for failure to respond due to the lack of available units. The way this text is written, it might be interpreted to read that, only if the unit is delayed in being "dispatched by 4 minutes or more," is the provider fined. This would mean that a provider has 4 minutes to dispatch an ambulance when the intent is for an **immediate** dispatch.

Page 27 Subsection 5. In this portion the County is allowing for the Contractor's ambulance to break down on the scene, and then restart the response time clock when the next unit is dispatched. The Bureau does not believe this is the intent of the County, but this is one interpretation. The County should expect the contract service to arrive, on scene, on time, and with a unit that will not break down. All of this is to ensure--maximum patient care. One of the major tenants of prehospital care is rapid transport to a medical facility.

City of Portland Bureau of Fire, Rescue and Emergency Services Comments on Proposed
Emergency Ambulance Contract

If any circumstances should delay the rapid transport of a patient that is under the control of the contractor, then the contractor pays a penalty to help ensure that the standards are met. That is the whole idea behind a response time penalty section in a contract.

If a unit breaks down whether enroute, at scene, or with a patient, the contractor should be fined \$500.00 plus any response time penalties that apply, from the time of the original call.

The only time that multiple patient or dispatches do not count from the original time, is if after arrival of the first responders they call for additional units, then the response time clock starts with that call--for additional units, not the original dispatch time.

Page 32, subsection p., This should read as follows:

"Failure to comply with response time requirements for any two consecutive months or three months in any twelve month period, shall be considered a [minor] breach of contract. Failure to comply with response time requirements for any three consecutive months, or four months in any twelve month period [a calendar year], shall be considered material breach of contract." [bracketed portions [] deleted from text, underline portions added.]

The way the County has the present language is inconsistent, with a minor breach penalty based on a twelve month time period, and the second on a calendar year, they should both be the same time period.

City of Portland Bureau of Fire, Rescue and Emergency Services Comments on Proposed
Emergency Ambulance Contract

Part III - Other concerns

The City Fire Bureau has noticed several discrepancies and other problems that we wish to be resolved before the contract is signed. The first issue has to do with the County accurately and clearly outlining all of the contract obligations. This is a problem as the proposed Contract, relies on the Proposal submitted by AMR as the embodiment of the majority of the contract. This language is found on page 5, Section I, subsection C.1. of the contract and states:

"Provide all services , materials , training, and **other commitments as described in Contractor's proposal, ...**" [bold highlight added to text]

This is not descriptive enough as AMR's proposal contains numerous inconsistencies and the Bureau would like to know which portion or commitment the County is relying on. As an example of these inconsistencies, is the commitment by AMR to hire existing Paramedics displaced by the bid process. As an example:

- page 39 in their Proposal it speaks to 24 paramedics that they are committed to hire
- page 131, subsection a, all "**Ambulance personnel** from private companies providing emergency medical response and transport in Multnomah County will be offered employment with AMR Northwest..."

The words "ambulance personnel, does not differentiate between Paramedics and basic EMTs. So all EMTs and Paramedics will be offered employment, contradicting page 39.

- Page 131, subsection b., "AMR Northwest intends to continue employment of our existing work force **and to employ paramedics who will be displaced from their current positions** by award of this contract o AMR Northwest." [bold highlight added to text]

Reference is and intent is to hire all paramedics that are "displaced."

- Page 131, subsection b, further on down in the paragraph, AMR states:"... *offer continuous employment to all Multnomah County private paramedics*[italic and underline highlights added to text]

Again the reference is to hire **all** paramedics.

City of Portland Bureau of Fire, Rescue and Emergency Services Comments on Proposed
Emergency Ambulance Contract

- Page 132, "We expect to hire at least 24 additional positions in the Multnomah County system with the award of the contract."

Now it is back to the 24 paramedics rather than all of the paramedics.

Another inconsistency, is found on page 70 of their document where AMR states that they have an exposure Control nurse from OHSU for .5 FTE. According to the University, the actual FTE is .25, not .5. So which figure is the County going to enforce, .5 as stated, or the actual of .25.

The following, represent changes that the Bureau believes would more accurately reflect the concerns of the County for ensuring patient care standards are adhered to.

Page 16, Section II., Subsection L., 1.,

"Contractor shall reimburse first responder agencies for disposable medical supplies which are utilized in EMS dispatched calls for [direct] patient care." {delete text in brackets []}

The term "direct patient care" should be defined so as to avoid future conflicts.

Page 23, number 8,a.

"The contractor shall bill for ALS response treatment or BLS response/treatment only when the Contractor's personnel perform [or share in the performance of] patient care services." { bracketed [] portions of text deleted }

The phrase "share in the performance of" is to vague and is unnecessary. The first responders show up on all medical request by county Protocols. As part of those protocols, the first responders provide an initial assessment of the patient which could be considered as part of the "patient care services." So by just showing up, AMR can charge the patient an ALS charge?

Page 23, top of the page sub b. The County refers to conditions that the Contractor can bill for ALS services including the following:

(3) If ALS is started by a first responder paramedic and then responsibility for the patient is turned over to a paramedic from the Contractor."

The Bureau suggest that this language be deleted.

City of Portland Bureau of Fire, Rescue and Emergency Services Comments on Proposed
Emergency Ambulance Contract

Page 23, Subsection c. delete the last sentence of the paragraph as too vague, it reads:

"...[and substantial disposable supplies are used]."

Define "substantial supplies" in terms of a dollar amount. A \$100.00 figure would be reasonable.

This report represents a brief summary of the concerns by the Bureau. The City received this document Friday afternoon, July 1, and the EMS offices were closed Monday and Tuesday. Some of the other concerns by the Bureau involve the amount of response time penalties paid to the County. The concern is that the monetary amount is too small to have any impact on the provider, to make any changes in service delivery to comply with response time requirements.

If the provider fails to meet response time requirements, then the Bureau personnel will be required to spend additional time on scene, thereby affecting the Bureau's ability to carry out its mission.

As an example, if the contractor is late but under the *twelve minute penalty*, then the fine for response time non-compliance at 89% is only \$2,000.00 a month. The cost for one Paramedic FTE is approximately \$3,000.00 a month. It is cheaper to be non-compliant and pay the fine than it is to provide the level of service.

The County should consider making the response time penalties more substantial to ensure compliance.

July 06, 1995

TESTIMONY BEFORE MULTNOMAH COUNTY COMMISSION
REGARDING CONTRACT #200726

Beth Ann Baughman
Community Ambulance
P.O. Box 69128
Portland, Oregon 97201
(503)-241-7283 x 8337

TESTIMONY REGARDING CONTRACT #200726

Madame Chair and members of the Council, I am Beth Baughman, representing Community Ambulance. I present before you again today a letter sent from Community Ambulance to Dr. Gary Oxman on June 16, expressing a number of serious questions regarding the formulation of the contract before you today. Unfortunately, the only reply received was from Commissioner, Saltzman. I want to thank you for that reply, Commissioner Saltzman. The letter from Bill Collins that you referred to in your letter was never received by Community Ambulance.

All along this Commission has stated that it was the sole intent to regulate 911 ALS calls, however this contract clearly indicates otherwise. Page 8 lines 15 & 16 state "Triaged non-emergency ambulance requests may be responded to by the Contractor with non-emergency units." Bill Collins has publicly promised a number of times in the past that the non-emergency calls that come through the 911 system would be triaged out evenly to non-emergency ambulance services, and it is clear here that this will never occur, nor do I believe that it was ever intended to occur.

Despite the BLS rate stated by the Contractor on page 20 of the contract, the language of the contract on page 23 beginning with line 10 states "Contractor shall bill for ALS service (1) if an ALS assessment or procedure.....is provided." Everyone here knows that any time they respond to a call an ALS assessment will be provided! This language builds into the contract the assurance of ALS payment for every call run through the 911 system, regardless of the actual level of care required in the call.

My question, for the record is this: Do you, the Commissioners, intend for the patient to still have to pay an ALS rate, even after the initial assessment reveals a clearly BLS call? And what kind of monitoring system will you be using to insure that the patient does not pay ALS rates for BLS calls?

PAGE TWO
TESTIMONY ON CONTRACT #200726
Beth Baughman, Community Amb.

Lastly, I direct your attention to page 20, line 17 which states that the Contractor shall "Accept assignment on claims for all individuals in cases where there is evidence of financial hardship. Financial hardship is undefined here. Do only individual entities qualify, or can corporate entities qualify? Even if it is only individual entities, "financial hardship" varies a good deal, depending on who is giving the definition. The language here must be specific, or this contract is open to discriminatory billing practices.

Community Ambulance wishes this testimony and the concerns in the re-presented letter to Dr. Gary Oxman to be part of the record in regards to this contract being considered. We urge considerable rewording before a passage is even considered. Thank you for the opportunity to speak before you today.

June 16, 1995

Dr. Gary Oxman
Multnomah County EMS
426 SW Stark St., 9th Floor
Portland, Oregon 97204

Dear Dr. Oxman:

It is our understanding that you are working with Mr. Mike Williams, President of Abaris Group, to draft the Multnomah County single provider 911 contract with American Medical Response. We want to go on record during this process in pointing out several key issues that must be addressed in this contract. These are issues that we have brought up on previous occasions without acknowledgement. They cannot be further ignored now that the County is in the contract development phase with an identified provider.

First of all, no entity possessing the privilege and responsibility of a public contract should be allowed to bill out using unequal or discriminatory rates. American Medical Response has had no rate control under the current 911 system and indeed they charge vastly different rates for like services, depending solely on the identity of the payor. Large insurance companies who have contracted with AMR have paid substantially less for their 911 service than the general public, leaving private clients to make up the difference in cost needed to insure the company's profit. This inequity cannot be allowed to continue under a public contract.

According to the AMR proposal, their intent is to bill all ambulance transports that originate through the 911 system at an ALS (Advanced Life Support) rate. Some calls that come through that system are clearly BLS (Basic Life Support). It has been promised in the past that BLS calls coming through the 911 system would be triaged out so that the caller could make a direct call to the company of their choice. This has never occurred as a policy. If this is to occur as promised, a plan should be stated in the contract. At a minimum BLS calls should be required to be billed out at that lower rate, with a monitoring system in place to insure that the consumer is not overcharged, or charged for unnecessarily upgraded services.

We have had assurance repeatedly that there is no intent on the part of the County to effect non-911 medical transportation. However, the structure of this contract will very likely do exactly that if precautions are not taken to prevent this inadvertent secondary effect. For the County to make good on it's word, the language will have to be tight and specific in it's effect.

Currently, we believe that AMR is contracting with Kaiser Permanente, Secure Horizons and others based on special 911 rates for the clients of these companies, in exchange for receiving all of their non-911 calls as well. One such contract, with a hospital in a neighboring area, was based, we were told, on which company had 4 ALS cars in that area, though the contract itself was primarily for hospital discharges, which rarely if ever require an ALS vehicle. The situation was set up in such a way that only the 911 provider could qualify. If this practice is allowed to occur under the single provider system in Multnomah County, only one single company will be able to contend for non-911 business as well. No company possessing a public contract should be allowed to use that contract as a lever or unfair advantage to obtain private contracts. If this is allowed to occur, then the entire range of medical transportation services has been effectively awarded to one company alone, limiting free enterprise and the freedom of choice to clients where it could still flourish. The County insists that it wants to award ONLY the 911 business to one company. That portion of the spectrum is very narrow. No company possessing this public contract should be allowed to engage in any private contracts whatsoever, thereby eliminating the opportunity for misuse of their privileged position, and allowing for free market to keep the costs down in all other medical transportation areas.

The contract language needs to guarantee that no cost shifting by any means be allowed, particularly to benefit a payor source or to incent non-emergency referrals by a payor source to AMR.

These items are crucial to the legal and ethical development of this exclusive contract, considering that the public has no choice in 911 providers or the accompanying rates. This contract and its development are to be considered as a public trust, and thus there is the clear obligation to prevent discrimination or the possibility of misuse.

Community Ambulance requests a response in writing as to how these specific issues will be addressed in the language of the contract, along with how compliance will be monitored for the best interest of the public.

Sincerely,

Junita Kauble
President

July 6, 1995

TESTIMONY OF CARE AMBULANCE

CARE Ambulance submits the following as concerns that we have regarding the proposed contract for emergency ambulance service for Multnomah County.

1. Page 8, Section 5., Line 13, Code-1 Ambulance Requests:

This is entirely outside the scope of the RFP. Code-1 (non-emergency) calls were not intended to be part of the emergency ambulance contract. Such policy as described herein was not included in the RFP, and represents a serious threat to the non-emergency providers in the county.

2. Page 20, Patient Fees:

We note that the ALS fee has been reduced by \$10 per call, apparently as a result of the fact that no Lockbox is being required. Why is the BLS rate not reduced also?

3. Page 23, Section 8., Billing Description:

Language in this section is ambiguous to the point that Contractor will be able to charge all transports at the ALS rate, as was stated in the AMR proposal as the Contractor's intent. This represents a significant overcharge to at least 40% of the patients transported within the system. If the County is truly committed to reducing rates to the consumer, language in this section should be changed to read, "b. Contractor shall bill for ALS service only when patient's medical condition requires Advanced Life Support treatment performed by the Contractor's personnel." Even at the minimal difference in rates offered by AMR this would result in almost \$800,000 savings to the consumers of Multnomah County.

In that same section, paragraph c., regarding the billing of the "No Transport Fee". While we believe that there is merit in spreading the costs for EMS over broader user base, we are concerned that this language simply allows the contractor a huge revenue stream without the necessity of offsetting the charges to those who are transported. Using the criteria listed in paragraph c., the contractor would be able to charge the \$125 no-transport fee to as many as 6800 people annually, realizing as much as \$850,000 of additional revenue from this system. We would suggest that language be added to this paragraph that states, "Contractor will be required to report quarterly to the County on the number of "no-transport" invoices issued and the revenue generated from said invoices. Prior to the annual rate review process such revenues will be factored into the formula for the subsequent

year's rates, thus allowing revenues collected for no-transport calls to off-set the total burden for the EMS system being borne by only those who are actually transported."

4. Page 25, Section C.:

Subsection 1: There is no timeframe stipulated for payment of fines. The RFP contemplated that all fines and penalties would be recovered through deductions from the Lockbox. Since that has apparently been discarded, we believe that this paragraph must include the words "within 30 days of assessment" at the end of line 21.

5. Page 27, Section 6, Other Penalties:

In order to be consistent with the RFP, we would submit that "may" on line 18, 25, and 27, should be changed to "shall".

6. Page 29, Section D, Paragraph 4:

We believe that it is the consumer's right to know that a portion of the ambulance rate they are being charged goes to fund the EMS system. We also believe that it is in the County's best interest to know that the amount charged reflects the amount necessary to recover those charges paid to the County; this should not be a "profit center" for the Contractor. We, therefore, recommend that language on page 29, lines 16 through 18 be changed to read, "Fees shall be derived from the fixed-rate charges of the Contractor, however each invoice generated shall specify the dollar amount being charged for the County ASA supervision."

7. Page 36, Section 2., Performance Security:

CARE Ambulance is most concerned that the County is willing to eliminate the "Lockbox Agreement" as stipulated in the RFP as a significant component of the "Fail Safe Franchise". We believe that the performance security alternative as included in this contract provides less security to the County in the event of a default; more importantly this arrangement allows the Contractor to realize as much as \$150,000 in additional revenues from daily interest on deposits, even with the \$10 rate reduction. We believe that this revenue should be returned to the consumers in the form of lower rates.

CARE Ambulance would like to go on record at this point as being very concerned that this contract, as written, is not in the best interests of the citizens of Multnomah County, particularly from a financial perspective.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200726

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 type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # _____ DATE _____ BOARD CLERK _____
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Department Health Division Regulatory EMS Date _____Contract Originator Bill Collins Phone x3220 Bldg/Room 160/9Administrative Contact Karen Garber Phone x4274 x6207 Bldg/Room 160/8Description of Contract To award exclusive ambulance service through 9-1-1 ALS responseRFP/BID # P 990 37 00 29 Date of RFP/BID 4/3/95 Exemption Exp. Date _____ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Buck Medical Services dba AMR NWMailing Address PO Box 15339Portland, OregonPhone 503-284-6913

Employer ID# or SS# _____

Effective Date August 14, 1995Termination Date August 14, 2000Original Contract Amount \$ na

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input 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 [Signature]Purchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]

County Chair / Sheriff _____

Contract Administration
(Class I, Class II Contracts Only) _____Encumber: Yes ☐ No ☐Date June 30, 1995

Date _____

Date 6/30/95

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.												
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
AGREEMENT FOR EXCLUSIVE EMERGENCY AMBULANCE SERVICES

MULTNOMAH COUNTY

AGREEMENT FOR EXCLUSIVE EMERGENCY AMBULANCE SERVICES

1 THIS AGREEMENT made and entered into this sixth (6) day of
2 July, 1995, by and between Multnomah County, a political
3 subdivision of the State of Oregon, hereinafter referred to as
4 "County", and Buck Medical Services, dba American Medical
5 Response, Northwest, hereinafter referred to as "Contractor";

6 WITNESSETH:

7 WHEREAS, Oregon law requires counties to develop a plan
8 relating to the need for and coordination of ambulance services
9 and to establish ambulance service areas (ASAs).

10 WHEREAS, Multnomah County adopted an ambulance service plan
11 which was approved by the State Health Division on June 22, 1994.

12 WHEREAS, said ambulance service plan and Multnomah County
13 Ordinance No. 789 established ambulance service areas (ASAs) for
14 the County and established a process for soliciting proposals
15 from ambulance service providers, issuing an exclusive franchise,
16 regulating rates for ambulance services, and regulating the
17 quality of ambulance services.

18 WHEREAS, Multnomah County solicited proposals to serve its
19 ASA, described in the ambulance service plan as the "Multnomah
20 ASA", and received proposals which were reviewed by a Proposal
21 Review Committee, with recommendations being forwarded by it to
22 the County Health Officer, and then forwarded to the Board of
23 Commissioners.

24 WHEREAS, the Board of County Commissioners has authorized a

1 contract be entered into with Contractor.

2 WHEREAS, Contractor is willing to provide said services
3 according to the terms and conditions herein stated.

4 WHEREAS, it is in the public interest for the County to
5 enter into this contract.

6 NOW, THEREFORE, the parties hereto agree as follows:

7 I. GENERAL RESPONSIBILITIES AND DUTIES OF CONTRACTOR.

8 A. SERVICES PROVIDED.

9 Contractor shall furnish to County, to first-responder
10 agencies, and to patients requiring ambulance and emergency
11 medical services, the services, equipment and materials as
12 hereinafter set forth within the geographical areas herein
13 defined.

14 B. GOVERNING LAW

15 1. Contractor acknowledges that the State of Oregon and
16 Multnomah County have the authority to develop overall plans,
17 policies, and medical standards and protocols to assure that
18 effective levels of ambulance and emergency life support care are
19 maintained within the County. Contractor further acknowledges
20 that Contractor and its employees and subcontractors are subject
21 to said plans, policies, standards, and protocols.

22 2. Contractor agrees to comply with the "governing law"
23 and the proposal dated April 17, 1995 (hereinafter "proposal")
24 which was submitted by Contractor in response to the Multnomah
25 County Request for Proposal dated January 6, 1995 (hereinafter
26 "RFP").

27 3. References to the "governing law" herein shall be

1 understood as references to the following: Oregon Revised
2 Statutes (particularly ORS Chapter 823), Oregon Administrative
3 Rules (particularly Health Division Rules found in the OAR
4 chapter 333), the Multnomah County Ambulance Service Plan,
5 Multnomah County Code 6.33, the RFP, other County ordinances,
6 local rules and local medical control procedures and protocols.

7 4. Contractor agrees to meet the requirements set forth
8 by the governing law, the commitments made in its proposal, and
9 any other applicable statute, ordinance, resolution, or
10 regulation with respect to the services, vehicles, equipment, and
11 supplies which are the subject of this Agreement. In the event
12 of a conflicting statute, ordinance, or regulation, the statute,
13 ordinance, or regulation setting forth the more stringent
14 requirement, as defined by County, shall be met. In the event of
15 a conflict between the terms of this Agreement and any resolution
16 or regulation of County, the terms of this Agreement shall
17 prevail.

18 5. Contractor may identify certain information submitted
19 to County in compliance with this agreement as "trade secrets".
20 County shall protect this information to the extent permitted by
21 the public records law, ORS 192.410 to 192.505. Should County
22 receive a public records request for this information, County
23 will notify Contractor within two working days and Contractor
24 shall respond to County concerning the request within five
25 working days.

26 6. County agrees to exempt from disclosure, to the
27 extent permitted under the public records law, personnel records

1 and other confidential information submitted by Contractor under
2 this agreement. Information asserted by Contractor to be
3 confidential must be so identified. Notices shall be given and
4 responded to as in paragraph five above.

5 C. RESPONSIBILITIES OF CONTRACTOR.

6 The Contractor shall:

7 1. Provide all services, materials, training, and other
8 commitments as described in Contractor's proposal,

9 2. Participate in and meet all requirements of the
10 Quality Improvement program, as specified in the proposal, and
11 under the supervision of the County Medical Director,

12 3. Maintain good working relationships with all first
13 responders as measured by surveys of first responder agencies.

14 4. Maintain good working relationships with area law
15 enforcement agencies, and PSAP agency,

16 5. Ensure courteous and professional conduct of office
17 personnel, control center personnel, and field personnel at all
18 times,

19 6. Maintain neat, clean, and professional appearance of
20 personnel, equipment and facilities, and

21 7. Comply with all applicable Federal, State, and local
22 laws and regulations related to ambulance services.

23 D. CONDITIONS OF RFP AND CONTRACTOR'S PROPOSAL.

24 The conditions stated in the RFP and the Contractor's
25 Proposal are considered part of this agreement; including meeting
26 all minimum standards and proposed additional commitments and
27 capabilities with the exception of the following portions of the

1 Contractor's proposal:

2 1. Section 2, Response Time Commitment, c. Additional
3 Commitment, p53-56.

4 2. Section 6, Commitment to First Response Program c.
5 Additional Commitment, Equipment provided, p119, and Supply
6 Replacement, p120.

7 3. Section 9, Patient Charge System, c. Additional
8 Commitment, Proposal for Rate Reduction, Multnomah County, 1.
9 First Response Integration Program, p145.

10 E. CONTRACT SERVICE AREA.

11 The contract service area (hereinafter "service area")
12 consists of the Multnomah County Ambulance Service Area (ASA), as
13 described in the RFP, and incorporated herein by reference,
14 provided however that border areas may from time to time be added
15 or deleted by intergovernmental agreement between Multnomah
16 County and adjacent jurisdictions.

17 F. CHANGES IN CIRCUMSTANCES.

18 County recognizes that changes in health care
19 legislation, anti-trust litigation, or other similar
20 uncontrollable circumstances could preclude Contractor or County
21 from caring out their obligations under this agreement. In such
22 an event, the parties shall utilize their best efforts to
23 negotiate amendments providing for alternatives for performance
24 of this agreement.

25
26 II. PERFORMANCE REQUIREMENTS.

27 A. COVERAGE REQUIREMENTS.

1 1. General Requirements.

2 Contractor shall provide 100 percent, 24 hour per day,
3 coverage for all Code-3 requests for ambulance service within the
4 service area. Contractor shall provide Advanced Life Support
5 ("ALS") ambulance response to all Code-3 requests for ambulance
6 service within the contract service area, except as otherwise
7 provided herein.

8 2. Response Time Definition.

9 Response times under this Agreement are measured from the
10 time that Contractor is notified of the call, the nature of the
11 call (if known), and the call priority by EMS dispatch
12 (hereinafter "BOEC") until the time Contractor's ambulance
13 arrives at the scene and notifies BOEC. Notified means a radio
14 transmission, either voice or via MDT, acknowledged by the
15 intended recipient of the transmission.

16 3. Code-3 Response Time Standards.

17 Contractor shall adhere to the following response time
18 standards:

19 a. Each month, within the Urban area, Contractor shall
20 respond to all Code-3 calls within 8 minutes or less, a minimum
21 of a 90 percent of the time.

22 b. For each 100 consecutive calls within the Rural areas
23 Contractor shall respond to all Code-3 calls within 20 minutes or
24 less, a minimum of 90 percent of the time.

25 c. Each month, within Frontier areas, Contractor shall
26 respond to all Code-3 in a "best effort" manner. Immediate
27 dispatch of ambulance is required.

1 4. Code-2 Response Time Standards

2 In the event the County adopts a Code-2 priority dispatch
3 system, the following response time will apply to Code-2 calls.

4 a. Each month, within the Urban area on Code-2 calls,
5 Contractor shall respond 15 minutes or less, 90 percent of the
6 time.

7 b. For each 100 consecutive calls within the Rural area
8 on Code-2 calls, Contractor shall respond 40 minutes or less, 90
9 percent of the time.

10 c. Each month, within the Frontier area on Code-2 calls,
11 Contractor shall respond in a "best effort" manner. Immediate
12 dispatch of ambulance is required.

13 5. Code-1 Ambulance Requests

14 Contractor shall respond immediately to all Code-1
15 dispatches from BOEC. Triageed non-emergency ambulance requests
16 may be responded to by the Contractor with non-emergency units.
17 The Contractor shall furnish sufficient production capacity,
18 sufficient on-call crew capacity and shall manage its available
19 resources so as to provide Code-1 ambulance services without
20 interfering with Code-2 or Code-3 response times.

21 B. STAFFING REQUIREMENTS.

22 1. Each ambulance utilized for the provision of
23 contracted services shall be staffed with a minimum of two Oregon
24 certified EMT-Paramedics, and be equipped as an ALS unit except
25 as otherwise provided herein.

26 2. Each of the Contractor's ambulance drivers shall
27 successfully complete an Emergency Vehicle Operators Course

1 (sixteen (16) hour minimum) which is approved by the County EMS
2 Administration. This requirement shall be in effect for all
3 drivers one (1) year from the starting date of this Agreement.
4 Such training shall be repeated with a minimum of eight (8) hours
5 per driver every two years.

6 C. SYSTEM STATUS MANAGEMENT PLAN.

7 1. The Contractor shall submit for approval to the County
8 EMS Administrator an initial coverage system status management
9 plan for the entire contract service area. This plan, once
10 approved, shall be utilized by the Contractor and BOEC for the
11 first three months of the contract period. The Contractor shall
12 be required to adhere to that plan as a minimum level of effort
13 during the first three months of the contract. The Contractor
14 will still be held to minimum performance standards during this
15 initial coverage period. As requested in the Contractor's
16 proposal, penalties required in this agreement will be waived for
17 ninety (90) days from the date of this agreement or until the
18 BOEC/AMR CAD interface is completed and reliable, as determined
19 by both parties, whichever comes first. It is recognized that the
20 EMS software in use at BOEC must be modified. The EMS
21 Administrator may extend this waiver if the modification is
22 delayed past the ninety day period.

23 2. A System Status Management Plan shall be developed and
24 used by Contractor subject to approval by the County EMS
25 Administrator on no less than an annual basis and as changes are
26 made. The maximum unit-hour utilization in the urban area shall
27 not exceed 0.40 without County approval. Utilization is defined

1 as the ratio of transports to unit-hour scheduled in the System
2 Status Plan, measured on a monthly basis, for each unit. Higher
3 proposed unit-hour utilization ratios must be approved by the
4 County prior to implementation.

5 D. EQUALIZED RESPONSE TIME PERFORMANCE

6 Contractor will design its System Status Management Plan
7 to provide equalized response time performance throughout the
8 service area. This means that no area, regardless of anticipated
9 call volume, is planned to have less than the required level of
10 service. If, during the course of service, it is determined that
11 a specific area of the County is not receiving equitable service,
12 then adjustments will be made to the System Status Management
13 Plan, subject to approval by the County EMS Administrator.

14 E. MUTUAL AID

15 Contractor shall respond on a mutual aid basis to all
16 areas outside Multnomah County pursuant to Multnomah County's
17 dispatch protocols.

18 F. EMS DISPATCH CENTER.

19 1. EMS dispatch shall be provided at the City of
20 Portland, Bureau of Emergency Communications (BOEC).

21 2. Contractor shall cooperate, train with, and
22 communicate with the 9-1-1/PSAP to assure a smooth delivery of
23 dispatch services.

24 3. Contractor shall develop a written plan with BOEC
25 specifying the conditions for Contractor involvement at BOEC.
26 This plan must be approved by County EMS Administrator and is
27 Attachment A to this contract.

1 G. VEHICLE REQUIREMENTS.

2 1. During the term of this contract, Contractor shall
3 provide a minimum of 133 percent of peak staffing ambulances for
4 Code-2 and Code-3 calls. The initial system status plan
5 establishes nineteen (19) peak staffing ambulances, plus seven
6 (7) reserve ambulances.

7 2. All ambulances furnished hereunder by Contractor shall
8 be of a Type I, II, or III, shall be in good condition, and shall
9 meet or exceed the Federal KKK-A-1822C standards or their
10 equivalent at the time of the vehicles' original manufacture,
11 except where such standards conflict with State of Oregon
12 standards, in which cases the State standards shall prevail. All
13 ambulances shall also meet or exceed the equipment standards of
14 the State of Oregon. Vehicles furnished by the Contractor shall
15 be new vehicles when placed into service under this Agreement;
16 twelve (12) within one (1) month of the start of this agreement,
17 and fourteen (14) additional ambulances within one (1) year of
18 the start of this agreement.

19 3. Each ambulance above shall be identified with the
20 words "MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES (or EMS),
21 PARAMEDICS"; in letters four (4) inches high; in locations on the
22 vehicle approved by County.

23 4. Contractor agrees to perform and document regular
24 internal ambulance inventory checks, to allow County to review
25 such documentation and to allow County to conduct random and
26 spontaneous audits of ambulances to verify such inventory.

27 H. DISASTER RESPONSE

1 1. Personnel Recall.

2 Contractor shall develop and implement a plan for the
3 immediate recall of personnel for the staffing of additional
4 units in a multi-casualty or disaster situation or times of peak
5 overload.

6 2. Operations Modified.

7 a. During a disaster declared by an appropriate
8 governmental agency, the Contractor's normal mode of operation
9 may be modified in order to provide services which are
10 appropriate for the nature of the disaster and which are
11 consistent with local disaster plans and protocols. During such
12 time periods, the Contractor shall be exempted from response time
13 performance requirements until notified by the County EMS
14 Administrator that disaster assistance may be terminated.

15 b. During the course of the disaster, should the demand
16 for service require, the Contractor shall use best efforts to
17 provide local Code-3 or Code-2 service coverage while suspending
18 Code-1 service.

19 3. Additional Cost Reimbursement.

20 In the event of declared disasters due to natural causes
21 (e.g. floods, earthquake) Contractor shall not bill the County
22 unless a federal or state source of funds is available, or the
23 County determines that billing is appropriate under the
24 circumstances. Contractor shall not include in its cost statement
25 any charges for services rendered by volunteer employees. The
26 cost statement associated with rendering aid under disaster
27 conditions shall be based entirely upon the actual costs incurred

1 by the Contractor in the course of rendering such disaster
2 assistance, and shall not include costs of maintaining production
3 capacity that would have been borne by the Contractor to meet
4 normal service requirements if the disaster had not occurred.

5 I. COMMUNICATIONS EQUIPMENT.

6 1. Contractor Provided Equipment.

7 Contractor shall provide in each ambulance:

8 a. One (1) 800 MHz portable radio of the type specified
9 by EMS. This radio may be supplied by EMS to the extent that
10 radios are available. Should radios not be available from EMS,
11 Contractor must supply the necessary radios.

12 b. One (1) mobile data terminal (MDT) of the type
13 specified by EMS.

14 c. Automated vehicle locator (AVL) hardware as specified
15 by EMS.

16 d. All equipment above shall be purchased through the
17 City of Portland unless otherwise authorized by County and used
18 on the City of Portland 800 MHz radio system. Access and
19 maintenance fees shall be paid by Contractor directly to the
20 City. Contractor may provide additional communications equipment
21 with approval of County EMS.

22 J. DATA COLLECTION AND REPORTING REQUIRED.

23 1. Contractor's data collection and reporting systems
24 shall meet the following minimum standards:

25 a. For each patient contacted, Contractor's ambulance
26 personnel shall complete an approved patient report form,
27 available at the time of the transfer of patient care. Copies of

1 the patient report forms shall be provided to the County upon
2 request. Patient care reports may be automated and recorded
3 electronically during the term of this agreement.

4 b. When called for by Contractor's policy Contractor
5 shall require its employees to complete approved "EMS Incident
6 Report Forms" and shall furnish a copy of such completed forms to
7 the County by request.

8 c. Contractor shall require its employees to complete
9 "Equipment Failure Report Forms" in conjunction with Contractor's
10 maintenance program, and shall furnish copies of such completed
11 forms to the County EMS Administrator by request.

12 d. Contractor shall forward System Status Plan changes to
13 the County in writing prior to BOEC implementing of such changes.

14 2. All Contractor's employees shall be appropriately
15 certified at both the State and local levels. The Contractor
16 shall furnish to County EMS Administrator records of
17 participation by its employees in continuing education programs
18 at request of County.

19 3. Where a dispatched emergency call resulted in a
20 response time in excess of 8 minutes for urban calls or 20
21 minutes for rural calls Contractor shall supply, at the request
22 of County, the reason for delayed response time, including a
23 summary of steps taken by the Contractor to eliminate that cause
24 of poor response-time performance.

25 4. The Contractor shall submit data specified in the
26 proposal, RFP, or this agreement to the County EMS Administrator
27 in a form and at an interval approved by County.

1 5. All data and reports specified in this section shall
2 be maintained by Contractor for a period of three (3) years.

3 K. PERSONNEL PLAN.

4 1. Wages and Benefits

5 Contractor shall at a minimum adhere to the wage and
6 benefit package as described in its proposal.

7 2. Employee Handbook

8 Contractor shall publish and distribute to all employees
9 an Employee's Handbook describing the personnel policies and
10 procedures utilized by Contractor in its operations. A copy of
11 the current handbook shall be on file with the County at all
12 times.

13 3. Paramedics

14 Paramedics shall be certified as required by Chapter 333
15 of Oregon Administrative Rules, and approved to work in Multnomah
16 County by the Multnomah County EMS Medical Director. Paramedics
17 shall not be prohibited by Contractor from communicating directly
18 with the EMS Medical Director on issues related to patient care.

19 4. Reasonable Work Schedules and Working Conditions

20 The Contractor shall utilize work schedules and shift
21 assignments as described in the proposal and provide adequate
22 working conditions. Contractor acknowledges that the primary
23 issue is patient care, and agrees to utilize management practices
24 which ensure that field personnel working extended shifts, part-
25 time, voluntary overtime, or mandatory overtime, are not
26 exhausted to an extent which might impair judgment or motor
27 skills. Regularly scheduled shifts of paramedics shall not exceed

1 24 hours, and shall be followed by at least 8 hours of rest
2 before the next regularly scheduled shift. The Contractor is
3 specifically precluded from allowing staff to work in excess of
4 48 continuous hours except under emergency conditions (disaster)
5 and with the permission of the County.

6 5. Key Personnel and Prohibition Against "Bait and Switch
7 Bidding"

8 Contractor understands that the County has, in part,
9 awarded this Agreement based upon the qualifications of the
10 Contractor's organization, and upon the qualifications of key
11 personnel presented in Contractor's proposal. Contractor shall
12 furnish the personnel identified in this proposal, and throughout
13 the term of the agreement Contractor shall continue to furnish
14 those same personnel or replacement personnel with equal or
15 superior qualifications as determined by County.

16 L. FIRST RESPONDER SERVICES AND COORDINATION.

17 1. Contractor shall reimburse first responder agencies
18 for disposable medical supplies which are utilized in EMS
19 dispatched calls for direct patient care. Supplies covered by
20 this section are identified in Attachment B to this agreement.
21 Reimbursement shall be paid to County for distribution to first
22 responders.

23 2. Contractor may replace the supplies above used by
24 rural providers if the rural provider agrees.

25 3. Contractor shall provide, at no cost to the agency,
26 automated external defibrillators (AED) as follows:

27 a. one (1) to Sauvie Island Fire

1 b. two (2) to Corbett Fire

2 3. Training.

3 a. Contractor shall implement a first responder
4 orientation program designed to acquaint all agencies with
5 Contractor's equipment and response system within 3 months.
6 Contractor shall work with the first responder agency to avoid
7 the necessity for multiple presentations to the agency.

8 b. The objectives of this program are: 1) relate the
9 history and background of Contractor; 2) clarify expectations of
10 each other in the new system; 3) orientation to Contractor's
11 ambulances and supervisory response vehicles; 4) show
12 standardized placement of equipment; and 5) develop communication
13 lines.

14 c. Contractor shall offer regularly scheduled first-
15 responder training, as defined in the proposal and approved by
16 the EMS Medical Director, to the rural first responder agencies
17 in the County and must include multiple casualty incident
18 training

19 4. For all equipment left with a patient, Contractor will
20 provide a management contact and a telephone number to record the
21 equipment information, and return all equipment within 7 days.
22 In addition, all first-responder staff who accompany Contractor
23 to the hospital at Contractor's request shall be returned to
24 their station by Contractor.

25 5. Contractor will respond to HazMat, fire, and public
26 safety standbys, at the request of fire or police agencies,
27 without additional compensation.

1 6. Contractor will cooperate with joint Critical Incident
2 Stress Debriefing whether provided by County, Contractor or an
3 outside agency.

4 7. Contractor's representatives shall visit the
5 administration of every agency actively involved in first-
6 responder programs to develop personal lines of communication.
7 Contractor shall be active on all County-wide advisory
8 committees, as requested by the County EMS Administrator, and in
9 the planning and execution of drills and exercises as requested
10 by County.

11 M. SUPERVISION REQUIREMENT.

12 1. The Contractor shall establish a field supervisory
13 system approved by the County EMS Administrator with a minimum of
14 one (1) Field Supervisor on duty at all times. This supervisor
15 shall not be assigned to an ambulance active in the system status
16 plan except under unpredictable periods of demand or other
17 circumstances. Contractor shall make every effort to remove the
18 supervisor from this duty as soon as possible.

19 2. Each paramedic will be evaluated for adherence to
20 medical control requirements by a supervisor every 6 months.
21 Supervisors shall meet regularly with the EMS Medical Director.

22 3. The County will provide a physician EMS Medical
23 Director who will oversee and coordinate the Contractor's
24 clinical performance and supervise all Contractor's paramedics
25 working in Multnomah County under this agreement. Contractor
26 shall reimburse County for these services in accordance with MCC
27 6.33.

1 4. The County reserves the right to modify the medical
2 control system. Contractor agrees to operate under qualified
3 independent medical direction or under such modification to the
4 medical control system as the County may establish.

5 N. STANDBY AND SPECIAL EVENTS COVERAGE.

6 Contractor may provide standby or special events coverage
7 with units other than those included in Contractor's System
8 Status Plan. All such coverage and notifications shall be
9 provided as directed in MCC 6.33 and the EMS Administrative
10 Rules.

11 O. HELICOPTER AIR AMBULANCE AND MARINE AMBULANCE SERVICES.

12 The County Board of Commissioners reserves the right to
13 allow helicopter air ambulance services and marine ambulance
14 service, for emergency and non-emergency calls, to be operated in
15 the County by a provider other than Contractor. This includes
16 responses, flights and transportation within the Contractor's
17 services areas.

18 P. EMS SYSTEM INTERACTION.

19 Upon request of the County EMS Administrator, Contractor
20 shall regularly participate in all areas of EMS system
21 development including but not limited to:

22 1. Paramedic, EMT, Nurse, Physician, and Dispatcher
23 continuing education and training, and ride along programs with
24 Contractor's employees or otherwise.

25 2. Disaster drills.

26 3. Continuing education programs.

1 III. SPECIFIC PROVISIONS.

2 A. PATIENT FEES.

3 1. Rate Schedule for Services Rendered.

4 Effective with the execution of this agreement, the
5 Contractor shall utilize the following rate schedule for
6 ambulance services rendered for the term of this contract unless
7 modified pursuant to section III, A, 6 of this agreement on Rate
8 Adjustment. These fees constitute the only charges that may be
9 billed to a patient receiving care pursuant to this agreement:

10 Emergency Rates:

11 BLS Response/Treatment \$447.00
12 ALS Response/Treatment \$525.00
13 Non-Transport Fee \$125.00
14 Patient Load Mileage \$9.00 / mile

15 2. Collection of Fees for Services.

16 Contractor shall:

- 17 a. Accept assignment on claims for all individuals in
18 cases where there is evidence of financial hardship,
19 b. Accept assignment when the patient is receiving fee-
20 for-service Medicaid benefits directly from the State of Oregon,
21 and
22 c. Write off non-paid Medicare balances where payment of
23 those balances would cause undue financial hardship for the
24 patient and such write-off is permitted by Medicare policy.

25 3. Subscription Membership Program.

26 The proposed subscription membership program is approved
27 by the County EMS Administrator, Contractor may accept assignment

1 under such program.

2 4. Fee Discounts.

3 All fee discounts including discounts based on volume of
4 business or group membership are prohibited, unless specifically
5 authorized by the County. The County reserves the right to have
6 the EMS Administrator approve other payment mechanisms, so long
7 as they do not cause "cost shifting," which in the opinion of the
8 County, does not serve the public interest.

9 5. Standby Charges.

10 Contractor shall not charge for non-dedicated standby
11 coverage using units which are part of the system status plan,
12 unless treatment is provided.

13 6. Rate Adjustment.

14 a. The rates shown above shall remain in force and effect
15 throughout the term of this Agreement unless modified or adjusted
16 by the Board of Commissioners pursuant to the provisions of MCC
17 6.33.

18 b. During the term of the franchise, Contractor shall be
19 allowed an opportunity for annual inflation adjustments to the
20 charges listed above. No such adjustments shall be effective
21 prior to one year after the beginning of the franchise. No later
22 than 60 days prior to each adjustment date, the Contractor shall
23 request the County to determine the percentage rate of change in
24 prices and the provider may, at its option, increase its rates
25 equal to or less than the average of the following National
26 Consumer Price Index (CPI) factors over the most recent 12-month
27 period for which published figures are then available:

- (1) 45 percent of the CPI-Transportation Index;
- (2) 45 percent of the CPI-Health Care Index; and
- (3) 100 percent of the CPI All Components.

Any rate adjustments made under this provision shall be approved in writing by the EMS Administrator within 30 days from the adjustment request, and when so approved shall be considered as an amendment to this Agreement.

c. Contractor may request additional rate increases in accordance with the procedures specified in MCC 6.33.515. for among other reasons, the following:

(1) The cost of some factors of production may rise faster than the cost of other factors of production. (e.g. insurance, fuel) Therefore, Contractor may apply for an adjustment to the rates sufficient to offset expenses associated with the rise in the cost of these factors of production.

(2) Prior to implementation of County required upgrades, Contractor may apply for a rate adjustment to offset the actual amortized marginal costs of implementing the upgrade.

d. Contractor agrees to exercise due diligence to realize cost savings throughout the life of this agreement, and if it does realize such savings or otherwise finds that it is possible to lower the rates established in this agreement, it agrees to propose lower rates or service enhancements, as the County shall determine. If Code-2 response times are considered for adoption, Contractor and County will review the potential for cost savings from such response times.

7. On-Scene Collections.

1 Contractor's personnel shall not request payment for
2 services rendered under this Agreement either at the scene of the
3 call, en route, or upon delivery of the patient nor will they
4 accept any payment or gratuities offered.

5 8. Billing Descriptions.

6 a. The Contractor shall bill for ALS response/treatment
7 or BLS response/treatment, as defined by protocol and procedure,
8 only when the Contractor's personnel perform or share in the
9 performance of patient care services.

10 b. Contractor shall bill for ALS service (1) If an ALS
11 assessment or procedure, such as endotracheal intubation, IV.
12 administration, or cardiac monitoring is provided; (2) If
13 paramedic or medical control judgment requires patient monitoring
14 by a paramedic or "Code-3" transport in lieu of on-scene ALS
15 treatment; (3) If ALS is started by a first responder paramedic
16 and then responsibility for the patient is turned over to a
17 paramedic from the Contractor.

18 c. Contractor may bill the "non-transport fee" and shall
19 bill no more than that fee when a patient is not transported and
20 one of the following conditions is met: (1) a patient exam is
21 performed by Contractor and the patient requests Contractor stand
22 by at the scene for 30 minutes or longer; (2) a patient exam is
23 performed by the Contractor, the on-scene time is 20 minutes or
24 greater, and treatment is administered; or (3) a patient exam is
25 performed by Contractor, the on-scene time is 20 minutes or
26 greater, and substantial disposable supplies are used.

27 9. Detailed Description of Practices and Procedures.

1 Contractor shall provide the County EMS Administrator
2 with a detailed written descriptions of all billing and
3 collection procedures.

4 10. Changes in Practices and Procedures.

5 Contractor shall adhere to the procedures referenced in
6 paragraph 9. above. The parties acknowledge and agree that
7 certain of the items contained therein are dependent upon rules,
8 regulations, policies, and procedures adopted by the Federal and
9 State Governments, private insurance companies, and other third-
10 party payers; that such rules, regulations, policies, and
11 procedures may change from time to time; that Contractor's
12 practices and procedures must necessarily change in response to
13 such changes, and that it would be impractical to amend this
14 Agreement to reflect such changes each time they occur. The
15 parties therefore agree that Contractor may change the practices,
16 procedures, schedules, and policies referred to above if it is
17 necessary to do so to reflect changes in rules, regulations,
18 policies, and procedures of the Federal and State Governments,
19 private-insurance companies, and other third-party payers,
20 without a formal amendment to this Agreement, subject, however,
21 to the review of the County. Nothing in this section, however,
22 shall be construed as authorizing any increase in the user fees
23 or rates provided for herein without the approval of the County
24 as set forth in this Agreement.

25 B. FINANCIAL INFORMATION

26 1. Billing Records

27 Contractor shall maintain billing and accounts receivable

1 information sufficient to document Contractor's compliance with
2 authorized charge levels, and account records capable of linking
3 payment receipts over time to the calendar month in which the
4 receivable was originally generated. The form of record keeping
5 and method of reporting such financial information shall be
6 subject to the approval of the County.

7 2. Required Reports

8 Contractor shall provide annually, within 120 days of
9 the end of the fiscal year, reviewed financial reports which are
10 specific to its Multnomah County operations under this agreement.
11 If the County requests audited financial statements specific to
12 Multnomah County operation, those will be provided without charge
13 to the County. Contractor shall also provide updated pro-forma
14 income, working capital statements and balance sheets for the
15 remaining term of the franchise within 120 days of the end of the
16 fiscal year.

17 C. LATE-RUN AND OTHER DEDUCTIONS.

18 1. Contractor agrees to meet the standards of performance
19 set out in this agreement and further agrees to pay any and all
20 penalties imposed by the County for failure to meet those
21 standards as specified in this agreement.

22 2. Penalty for Call Referral

23 If Contractor is unable to respond to a call within the
24 contract area for which ALS service is required, and that call is
25 referred to another ambulance provider, there will be a \$1000 per
26 call penalty for each such occurrence. Failure to respond is
27 defined as a delay of four (4) minutes or more in the dispatch of

1 an ambulance due to the lack of an available ambulance for
2 dispatch notifies Contractor of the lack of ambulances. BOEC
3 dispatch may dispatch other ambulance resources without delay
4 when Contractor has no units available.

5 3. Penalties for Code-3 Calls

6 a. In the urban zone, for those months that the
7 Contractor fails to respond to 90 percent of all Code-3 calls
8 within the time period specified in the response time standards,
9 the County EMS Administrator will review the system-status plans,
10 unit-hour production capacities, or other factors to determine
11 the causes of non-compliance. For those months that the
12 Contractor fails to meet the 90 percent standard, a \$200
13 financial penalty for each one-tenth of a percentage point less
14 than 90 percent, will be assessed for each individual zone (i.e.
15 urban and rural).

16 b. In the rural zone County will use a consecutive 100-
17 count system for determining Contractors compliance with the
18 response time standard. For every set of 100 calls the standard
19 and penalties in the preceding paragraph will apply.

20 c. For monitoring purposes, each zone shall have, in
21 addition to the 90-percent standard, a response time limit for
22 every call. For every Code-3 call where the ambulance fails to
23 arrive within the time limit (Code-3 every-call time limits are:
24 12 minutes - Urban, 45 minutes - Rural), the penalty will be \$20
25 per excess minute (e.g., in urban zone, call response times of
26 12:00-12:59 minutes shall be fined \$20, 13:00 - 13:59 minutes
27 shall be fined \$40), for a maximum of \$400 per call. Calls

1 referred to another agency will be included as part of the
2 response time calculations.

3 4. Penalties for Code-2 Calls

4 In the event that a Code-2 priority dispatch system is
5 implemented, penalties for failure to meet the standards shall be
6 the same as for Code-3 calls.

7 5. Multiple Units/Break Downs

8 If multiple units are responding, other than on an MCI,
9 then the additional unit's times are measured from the time the
10 additional unit is dispatched until it arrives on scene. If a
11 unit breaks down at the scene, the response time is measured when
12 the additional unit is dispatched until it arrives. If a unit
13 breaks down enroute to the scene, the response time is measured
14 from the original time of request of the first unit until the
15 replacement unit arrives.

16 6. Other Penalties

17 a. In the event Contractor fails to furnish "on-scene"
18 times for calls, the County EMS Administrator may impose upon
19 Contractor a penalty of \$300 for each call. If no "on-scene"
20 time is furnished, the call will be counted as late for purposes
21 of the 90 percent on-time standard.

22 b. Penalties for willfully falsifying at-scene times
23 shall be assessed at \$500 if by Contractor's field staff, and
24 \$1000 if by Contractor's management staff, for each incident.

25 c. A penalty of \$500 may be imposed where an ambulance
26 breaks down enroute to the hospital with a patient loaded.

27 d. A penalty of up to \$500 may be imposed where

1 Contractor fails to furnish required information from patient
2 report forms, incident report forms, equipment failure report
3 forms, system status plan changes, continuing education
4 participation reports, excess response time reports, or fails to
5 furnish financial information as required by the Agreement. Such
6 a penalty shall not be applied in cases where the cause of such
7 reporting deficiency was beyond Contractor's reasonable control;
8 simple loss of records and problems with Contractor's own
9 computer system shall not be considered beyond Contractor's
10 reasonable control.

11 e. Contractor may also be fined for violations of MCC
12 6.33. This may not be in addition to fines levied under this
13 agreement for the same violation.

14 7. Exceptions

15 The County EMS Administrator may grant exceptions to the
16 response time requirements or penalties stated herein, for
17 unusual circumstances beyond the Contractor's reasonable control;
18 these include only unusually severe weather conditions,
19 disasters, off road situations, inaccessibility from normal
20 posting locations, private roads, unusual periods of very high
21 demand upon the system, or dispatch computer failure. Such calls
22 shall be individually examined and if the circumstances warrant,
23 the EMS Administrator will exclude them from penalties and/or
24 monthly compliance statistics. In order to be eligible for an
25 exception, Contractor shall notify the County within a
26 reasonable time of the unusual occurrence. Contractor's equipment
27 failure or lack of a nearby ambulance do not furnish grounds for

1 an exception to response time standards.

2 D. FUNDING OF ASA SUPERVISION 9-1-1 SERVICES

3 1. Contractor shall pay an annual fee of \$356,937 to
4 County during the first year of this Agreement and \$306,937 in
5 each subsequent year of this agreement order to fund the costs of
6 supervising and administering the ambulance service area. County
7 will provide documentation, if requested, that this fee is
8 exclusively used for this expense.

9 2. In addition, Contractor shall pay to County,
10 Contractor's pro rata share of the cost for the provision of
11 medical direction and supervision. This share shall be determined
12 by the EMS Administrator.

13 3. Fees are due and payable on July 1, October 1, January
14 1, and April 1, and shall be paid pro-rata if this Agreement is
15 commenced after one of those dates.

16 4. Fees shall be derived from the fixed-rate charges of
17 the Contractor; it shall not be recovered through a specified
18 add-on charge to the patient.

19 5. Fees may be adjusted from time to time by the County
20 to reflect the actual costs for the services provided.

21 6. Additional fees, if any, will be determined by the
22 County, and may be considered as justifiable new costs for
23 purposes of the Contractor requesting a rate increase as provided
24 herein.

25 E. DEFINITION OF MATERIAL BREACH AND PROVISIONS FOR
26 EMERGENCY TAKEOVER

27 1. Material Breach Definitions

1 Conditions and circumstances which shall constitute a
2 breach of contract by the Contractor shall include but not be
3 limited to the following:

4 a. Failure of the Contractor to operate the ambulance
5 service system in compliance with the requirements of the
6 applicable federal and state laws, rules and regulations, and
7 with the requirements of local ambulance ordinance and related
8 rules and regulations, including any failure to maintain
9 necessary licenses. Minor infractions of such requirements shall
10 not constitute a breach of this agreement.

11 b. Willful falsification of information supplied by the
12 Contractor during the RFP process.

13 c. Willful falsification of data supplied to the County
14 during the course of operations, including but not limited to:
15 dispatch data, patient report data, response time data, financial
16 data; or willful downgrading of presumptive run code designations
17 to enhance Contractor's apparent performance, or falsification of
18 any other data required under this agreement.

19 d. Failure to comply with the system status plan for
20 ambulance coverage during the first three months of operations
21 under this agreement.

22 e. Failure to comply with or exceed the minimum employee
23 wage/salary and benefit package as submitted during a "lame duck"
24 period.

25 f. Deliberate, excessive, and unauthorized scaling down of
26 operations to the detriment of performance during a "lame duck"
27 period.

1 g. Multiple unremediated failures to maintain equipment in
2 accordance with good maintenance practices.

3 h. Willful attempts by the Contractor to intimidate or
4 otherwise punish employees who desire to sign contingent
5 employment agreements with competing bidders during a subsequent
6 bid cycle.

7 i. Failure of Contractor's employees to conduct themselves
8 in a professional and courteous manner, and to present a
9 professional appearance, to the extent that the County's
10 reputation suffers.

11 j. Failure to furnish key personnel of quality and
12 experience as bid.

13 k. Failure to comply with approved rate setting, billing
14 and collection procedures.

15 l. Failure to comply with "most favored customer"
16 provisions of this contract.

17 m. Marketing or invoicing of services under a trade name,
18 or the routing of income, so as to avoid the performance security
19 provisions of this agreement.

20 n. Failure of Contractor to cooperate with and assist the
21 County after a material breach has been declared as provided for
22 herein, even if it is later determined that such breach never
23 occurred or that the cause of such breach was beyond Contractor's
24 reasonable control.

25 o. Abuse of the performance security provisions of this
26 agreement to enhance Contractor's profits, directly or indirectly
27 through an outside business entity, at the expense of the County

1 by way of such practices as receiving commissions, discounts,
2 kickbacks or other consideration from manufacturers without
3 reducing effective purchase price of items by the same amount, or
4 by any other business practice which would have a similar effect.

5 p. Failure to comply with response time requirements in
6 any zone for two consecutive months, or three months in a twelve
7 month period, shall be considered minor breach of contract.
8 Failure to comply with response time requirements for three
9 consecutive months, or four months in a calendar year, shall be
10 considered material breach of contract.

11 q. Failure to maintain in force throughout the term of the
12 agreement, including any extensions thereof, the insurance
13 coverage required herein.

14 r. Failure to comply with the terms of the performance
15 security provisions of this agreement.

16 s. The filing of any voluntary petition of bankruptcy,
17 reorganization, receivership or liquidation, or of any
18 involuntary petition of bankruptcy which is undismissed sixty
19 days after its filing; or an adjudication of bankruptcy or
20 insolvency; or being placed in receivership by any state or
21 federal agency for purposes of rehabilitation.

22 t. Any other willful act or omission of the Contractor
23 which endangers the public's health or safety.

24 2. Notice to Contractor

25 In the event that any one or more of the conditions or
26 circumstances set forth above should occur, the County EMS
27 Administrator shall notify Contractor in writing that the

1 Contractor is in breach of this agreement, and said notice shall
2 specify the nature of the breach. Said notice will also specify a
3 period of time, which shall be reasonable under the
4 circumstances, for the Contractor to take appropriate remedial
5 action to correct the breach.

6 3. County EMS Administration Hearing

7 a. Contractor may request a hearing to contest the notice
8 of breach referred to in paragraph 2 above. Said request shall
9 be in writing and submitted to the EMS Administrator within 10
10 days of the date of the notice of breach. The County EMS
11 Administrator or a hearing officer appointed by the EMS
12 Administrator shall preside over the hearing and make a
13 determination on behalf of the Department. Written notice of the
14 time and place set for hearing shall be given to the Contractor
15 within 10 days of Contractor's request for hearing. At the
16 hearing, Contractor may present documentary evidence and
17 testimony, including any exculpatory and mitigating evidence the
18 Contractor may wish to present. The EMS Administrator shall
19 determine whether a material breach has occurred, and, if so,
20 whether the public health or safety would be endangered by
21 allowing Contractor to continue its operations under such
22 circumstances. If the EMS Administrator finds that a material
23 breach has occurred and that public health or safety would be
24 endangered by allowing Contractor to continue its operations, he
25 may immediately terminate this Agreement and implement an
26 emergency takeover of Contractor's operations, or, in the
27 alternative, implement a takeover and/or termination upon a

1 schedule he shall determine to be appropriate.

2 b. If the EMS Administrator finds that only a minor breach
3 has occurred, or that a material breach has occurred but that
4 public health and safety would not be endangered by allowing
5 Contractor to continue its operations, then the EMS Administrator
6 may take such other actions, including but not limited to
7 imposing remedial actions upon Contractor, as he deems
8 appropriate under the circumstances. The EMS Administrator or
9 delegate shall issue his Determination in writing, specifying his
10 findings and conditions.

11 c. Contractor may appeal the action of the EMS
12 Administrator to the County Board of Commissioners upon submittal
13 of a five (5) day notice from the date of the EMS Administrator's
14 determination.

15 4. Expedited Hearing Process

16 If in the judgment of the EMS Medical Director or County
17 Health Officer it appears a condition or circumstance of material
18 breach exists or has occurred and that such condition or
19 circumstance presents immediate danger to the public health or
20 safety, then the County Health Officer, after giving notice to
21 the Contractor as in paragraph 2 above, may take the matter
22 directly and immediately to the Board of County Commissioners, or
23 its designee, for their determination.

24 5. Takeover Cooperation

25 a. Contractor shall cooperate completely and immediately
26 with the County EMS Administration and other County departments
27 to effect any immediate takeover by County of Contractor's

1 operations. Such takeover shall be effected immediately or within
2 not more than 72 hours, after a finding of material breach as
3 determined by the EMS Administrator, or if appealed, the Board of
4 County Commissioners. The County shall attempt to keep whole the
5 existing staff and operations until such time as a new request
6 for proposal can be issued and a new contractor secured.

7 b. These provisions are specifically stipulated and agreed
8 to by both parties as being reasonable and necessary to the
9 protection of the public health, safety and welfare. Contractor
10 agrees that it shall not, under any circumstances, delay the
11 process of the emergency takeover or the County's access to
12 performance security funds, or to equipment to be made available
13 by Contractor under the performance security provisions of this
14 agreement.

15 c. Contractor's cooperation with and full support of such
16 emergency takeover, as well as Contractor's immediate release of
17 performance security funds to the County, shall not be construed
18 as acceptance by the Contractor of the finding of material
19 breach, and shall not in any way jeopardize Contractor's right to
20 recovery should a court later find that the declaration of
21 material breach was made in error. However, failure on the part
22 of the Contractor to cooperate fully with the County to effect a
23 safe and smooth takeover of operations shall itself constitute a
24 material breach of this Agreement, even if it was later
25 determined that the original declaration of material breach was
26 made in error.

27 F. PERFORMANCE SECURITY PROVISIONS

1 1. Absence of Liens

2 Contractor warrants that the ambulances in service for
3 this agreement and ambulances which may from time to time be
4 added to the system status plan, together with the equipment and
5 supplies regularly contained therein, are now and shall remain
6 free and clear of all liens, encumbrances, claims, or interests
7 of any nature, except those in favor of the County.

8 2. Performance Bond

9 On or before the effective date of this Agreement,
10 Contractor shall provide County, and shall continuously keep in
11 force, performance security in the amount of \$2,500,000 in one of
12 the following forms:

13 a. A performance bond issued by a bonding company,
14 appropriately licensed and acceptable to the County, provided
15 that such performance bond shall recognize and accept the
16 requirement of immediate release of funds to the County upon
17 determination by the County that contractor's performance is
18 dangerous to public health or safety, and recognize and accept
19 that any legal dispute by the Contractor or the bonding company
20 shall be initiated and resolved only after release of funds to
21 the County;

22 b. An irrevocable letter of credit in a form acceptable
23 to the County and from a bank or financial institution acceptable
24 to the County;

25 c. A cash deposit in a bank acceptable to the County
26 listing the County as sole and irrevocable beneficiary, with
27 interest to remain the property of the Contractor but to remain

1 on deposit with the account; or

2 d. A combination of the above.

3 e. The performance security is intended to provide
4 operating capital and a fund for the recovery of actual damages
5 by the County in the event of County takeover of the system.
6 Such funds shall constitute a no-interest loan to County for a
7 period of one year from the delivery of the funds, and shall then
8 be repaid by County to Contractor, less the amount of the
9 County's net expenses and other damages suffered as a result of
10 the takeover.

11 3. Replacement Security

12 Any performance bond furnished by Contractor in
13 fulfillment of the requirements of this Agreement for performance
14 security shall provide that said bond shall not be canceled by
15 the bonding company for any reason except upon 30 days advance
16 written notice to County of the bonding company's intention to
17 cancel said bond. Not later than 20 days following the
18 commencement of the 30 day notice period, Contractor shall
19 provide to County replacement security acceptable to the County
20 in the form of a performance bond, or in one of the other forms,
21 or combination thereof, herein provided.

22 4. Inflation Adjustment

23 The County may at its option require that the amount of
24 the performance bond or other security be adjusted based on
25 inflation adjustments, increased call volume, or rate adjustments
26 allowed to Contractor. The County will allow a commensurate rate
27 adjustment in the event of a change in the bond amount.

1 5. Conditional Lease Agreement

2 On or before the effective date of this Agreement, the
3 parties shall execute, and shall continuously keep in force, the
4 Lease Agreement attached hereto as "Attachment C".

5 G. MISCELLANEOUS PROVISIONS

6 1. Most-Favored Customer

7 a. Except as otherwise provided herein, all factors of
8 production employed by the contractor in the performance of this
9 Agreement shall be considered primarily devoted to the work of
10 this Agreement. These "factors of production" include all
11 equipment, supplies, facilities, locally assigned personnel, and
12 all other production factors utilized by the Contractor in the
13 performance of this work except where prohibited by law.

14 b. Contractor is not prohibited from doing outside work
15 which is unrelated to basic life support, advanced life support,
16 or medical transportation, so long as such work does not detract
17 from Contractor's primary emergency services responsibilities
18 under this Agreement.

19 c. Contractor is not prohibited from doing outside work
20 which is related to basic life support, advanced life support, or
21 medical transportation (e.g., long distance transfer work, non-
22 emergency work, inter-hospital transfers, gurney car and
23 wheelchair transportation, special events coverage, Veterans'
24 Administration contract work, etc.), provided Contractor's
25 methods of producing such services are designed to enhance
26 Contractor's peak-load capacity, disaster readiness, and overall
27 efficiency, and do not detract from Contractor's primary

1 emergency service responsibilities. The County EMS Administrator
2 shall review the Contractor's plans for providing such services.
3 Contractor shall obtain the County's written permission if
4 factors of production are affected by the outside work.

5 2. Contract Commitments

6 Contractor shall not enter into service contracts as
7 part of providing emergency services under this Agreement which
8 extend beyond the date of the termination of this Agreement,
9 except as may be specifically approved in writing by the County
10 EMS Administrator.

11 3. Advertising, Public Education and Marketing

12 a. The County shall have right of prior approval of the
13 form and content of all forms of public information and
14 advertising, direct or indirect, utilized by the Contractor in
15 conjunction with services and operations related to this
16 Agreement, including the exterior of Contractor's ambulance
17 vehicles.

18 b. County understands that Contractor is a business
19 organization, and that as such, the Contractor has a legitimate
20 interest in improving and promoting its own image as a competent
21 contract provider of high performance advanced life support
22 ambulance service. Therefore, the County shall not unreasonably
23 withhold its approval of advertising or public relations programs
24 and materials developed by the Contractor to promote its
25 reputation.

26 4. Non-Transferable Contract

27 This contract shall not be assigned or transferred, nor

1 may the duties hereunder be delegated, without the express
2 written permission of the County. Similarly, any significant
3 change in ownership of Contractor shall be considered a form of
4 assignment of this contract, and must be approved by the County.

5 5. Restriction of Services to Chronic Abusers

6 a. In order to provide adequate availability of
7 ambulance service to the general public, Contractor may, at
8 Contractor's option, identify by name specific individuals that
9 the Contractor has found are chronic abusers of the service
10 system. The Contractor shall document such abuse, and if the
11 County agrees that a named individual is a chronic abuser,
12 Contractor may refuse to render services unless the individual
13 can present evidence that service is medically necessary to
14 protect that individual's health.

15 b. Contractor understands that dry runs, cancels,
16 chronic abusers, and courtesy standby service for law enforcement
17 agencies and fire departments exist in the ambulance service
18 industry. Contractor should utilize its own expertise and
19 judgment to estimate the quantity and financial impact of these
20 factors, assuming reasonable effort to contain abuse of service.
21 Dry runs, cancels, abuse of service, and courtesy standbys are
22 recognized as part of the "overhead" in the ambulance industry,
23 and no additional compensation shall be sought by Contractor
24 relative to these inevitable activities except as defined herein.

25 c. Except as is provided for in this subsection or in
26 County code, Contractor shall never engage in telephone call
27 screening of emergency calls, or emergency transport refusals.

1 6. Audits and Inspections

2 a. At any time during normal business, and as often as
3 may reasonably be deemed necessary, County's appropriate
4 representatives may observe Contractor's operations, and may make
5 audits of all contracts, invoices, materials, payrolls, inventory
6 records, records of personnel, daily logs, conditions of
7 employment, and other data related to all matters covered by this
8 contract. Contractor shall make available for the County's
9 examination all of Contractor's records with respect to all
10 matters covered by this contract, and provide copies to the
11 County of such records as requested by the County. The County
12 EMS Administrator or representatives may, at any time, and
13 without notification, directly observe Contractor's operation,
14 maintenance facility, and ambulance post location, and a County
15 representative may ride as "third person" on any of the
16 Contractor's ambulance units at any time, provided, however, that
17 in exercising this right to inspection and observation, County
18 representatives shall conduct themselves in a professional and
19 courteous manner, shall not interfere with Contractor's employees
20 in the performance of their duties, and shall at all time be
21 respectful of Contractor's employer/employee relationships.

22 b. The County's right to observe and inspect operations
23 or records in Contractor's business office shall, however, be
24 restricted to normal business hours, and reasonable notification
25 (24 hours) shall be given the Contractor in advance of any such
26 visit.

27 c. This right to directly observe Contractor's field

1 operations, and maintenance shop operations, shall also extend to
2 authorized representatives of the Contract Compliance Committee,
3 provided the requirements for polite conduct and non-interference
4 with employees' duties shall be observed at all times. County may
5 be required to sign a waiver of liability to ride on Contractor's
6 vehicles.

7 H. END-TERM PROVISIONS

8 1. In the event that Contractor is not the winner of
9 County's next ambulance provider selection process, or if this
10 contract is otherwise terminated, Contractor shall:

11 a. Continue to provide services during any "lame duck"
12 period,

13 b. Assist both County and its new Contractor in
14 effecting a safe and orderly transition,

15 c. Cease doing business under the franchise after the
16 end of any lame duck period and assert no claim of right to
17 business conducted thereafter under the franchise, nor assert any
18 claim of compensation owed relative to the loss of such business.

19 2. During any lame duck period, the Contractor shall
20 continue all operations at the same level of effort and level of
21 performance as were in effect prior to the award of the
22 subsequent bid to a competing bidder, And Contractor shall
23 specifically be prohibited from making any changes in
24 Contractor's methods of operation which could reasonably be
25 considered to be aimed at cutting Contractor's operating costs to
26 maximize profits during the final stages of the contract.

27 3. However, the County recognizes that, if a competing

1 bidder is awarded the contract in a subsequent bid cycle,
2 Contractor may reasonably begin to prepare for transition of
3 service to the new contractor during the lame duck period, and
4 the County shall not unreasonably withhold its approval of
5 Contractor's requests to begin an orderly transition process,
6 (within six months), including reasonable plans to relocate
7 staff, scale down certain inventory items, etc., so long as such
8 transition activities do not impair Contractor's performance
9 during the lame duck period.

10 4. By accepting this agreement, including the competitive
11 award of certain market rights, Contractor acknowledges and
12 accepts periodic ambulance provider selection processes, as
13 structured under this or subsequent contracting procurement
14 process, as a safe, fair and economically effective method of
15 awarding and periodically reallocating business and market rights
16 in the ambulance service industry.

17 5. Contractor shall not penalize or bring personal
18 hardship to bear on any of its employees who may apply for work
19 with a competing bidder in future bid cycles, and shall
20 specifically allow, without penalty, its employees to sign
21 contingent employment agreements with competing bidders at the
22 employee's discretion. It is the County's intention under this
23 and future procurement that supervisory personnel, drivers,
24 paramedical personnel, and control center personnel serving in
25 the ambulance service system shall have reasonable expectation of
26 long-term employment in this system, even though contractors may
27 change from time to time over the years. Contractor hereby

1 expresses its understanding, acceptance, and endorsement of this
2 provision.

3
4 IV. STANDARD PROVISIONS

5 A. TERM OF AGREEMENT AND RENEWAL PROVISIONS

6 1. Unless initiated earlier by mutual agreement, this
7 Agreement shall commence on August 14, 1995 at 8:00 AM. This
8 Agreement shall terminate on August 14, 2000 at 8:00 AM, unless
9 extended as provided for herein.

10 2. Any decision regarding the extension of this
11 agreement shall be made at least twelve months prior to the
12 scheduled termination date, so that if no extension is approved,
13 a new bid process can be conducted on a schedule that will
14 identify the new Contractor at least six months prior to that
15 scheduled termination date. The purpose of this requirement is
16 to allow reasonable time for both outgoing and incoming
17 contractors to plan and execute an orderly transition, to allow
18 the County and its new Contractor to review Yellow Page and other
19 advertising, and to allow time for negotiation of new service
20 contracts, mutual aid agreements, and other contracts previously
21 services by the outgoing Contractor.

22 3. This Agreement may be extended by one three (3) year
23 period and one subsequent two (2) year period.

24 B. INSURANCE REQUIRED

25 1. At all times during the term of the contract, and
26 throughout any extension periods, the Contractor shall maintain
27 the minimum required insurance coverage. All such insurance shall

1 be furnished by an insurance carrier appropriately licensed to
2 write such policies, and acceptable to the County.

3 2. With respect to performance of work under this
4 Agreement, Contractor shall maintain insurance as described
5 below:

6 a. Worker's Compensation

7 Worker's Compensation insurance with statutory limits as
8 required by the State of Oregon. Said policy shall be endorsed
9 with the following specific language:

10 *"This policy shall not be canceled or materially changed*
11 *without first giving thirty (30) days prior written notice to*
12 *Multnomah County, EMS Administration."*

13 b. Commercial/General Liability

14 Commercial or comprehensive general liability insurance
15 covering bodily injury and property damage utilizing an
16 occurrence policy form, in an amount no less than \$2,000,000 for
17 combined single limit for each occurrence. Said comprehensive or
18 commercial general liability insurance policy, and excess
19 liability policy, shall either be endorsed with the following
20 specific language or contain equivalent language in the policy:

21 *"Multnomah County, its officers and employees, and the*
22 *local medical control medical director are named as additional*
23 *insured for all liability arising out of the operations by or on*
24 *behalf of the named insured in the performance of this*
25 *Agreement."*

26 *"The inclusion of more than one insured shall not*
27 *operate to impair the rights of one insured against another*

1 insured, and the coverage afforded shall apply as though separate
2 policies had been issued to each insured, but the inclusion of
3 more than one insured shall not operate to increase the limits of
4 the entity's liability."

5 "The insurance provided herein is primary coverage to
6 Multnomah County with respect to any insurance or self-insurance
7 programs maintained by the County."

8 "This policy shall not be canceled or materially changed
9 without first giving 30 days prior written notice to Multnomah
10 County EMS Administration."

11 c. Automobile Coverage

12 Automobile liability insurance covering bodily injury and
13 property damage in an amount no less than \$3,000,000 combined
14 single limit for each occurrence. Said insurance shall include
15 coverage for owned, hired, and non-owned vehicles. Said policy
16 shall be endorsed with the following language:

17 "This policy shall not be canceled or materially changed
18 without first giving 30 days prior written notice to Multnomah
19 County EMS Administration."

20 d. Medical Malpractice (Professional Liability)

21 (1) Professional liability insurance for all activities
22 of the Contractor arising out of or in connection with this
23 Agreement in an amount no less than \$1,000,000 combined single
24 limit for each occurrence. Said policy shall be endorsed with
25 the following specific language:

26 "This policy shall not be canceled or materially change
27 without first giving 30 days prior written notice to Multnomah

1 County."

2 (2) In the even Contractor cannot provide an occurrence
3 policy, Contractor shall provide insurance covering claims made
4 as a result of performance of this Agreement and shall maintain
5 such insurance in effect for not less than two (2) years
6 following completion of performance of this Agreement.

7 e. Documentation

8 The following documentation shall be submitted to
9 Multnomah County as requested by the County:

10 (1) Properly executed Certificates of Insurance clearly
11 evidencing all coverage, limits, and endorsements required above.
12 Said Certificates shall be submitted prior to the execution of
13 this Agreement.

14 (2) Signed copies of the specified endorsements for each
15 policy. Said endorsement copies shall be submitted within 30 days
16 of execution of the Agreement.

17 (3) Upon County's written request, certified copies of
18 insurance policies. Said policy copies shall be submitted within
19 thirty (30) days of County's request.

20 (4) If Contractor, for any reason, fails to maintain
21 insurance coverage which is required pursuant to this Agreement
22 or, in the absence of available insurance, demonstrates to the
23 satisfaction of County, comparable financial resources to manage
24 insured activity, the same shall be deemed a material breach of
25 contract which is dangerous to public health and safety. County,
26 at its sole option, may terminate this Agreement and obtain
27 damages from the Contractor resulting from said breach.

1 Alternatively, County may purchase such required insurance
2 coverage, and with 30 days notice to Contractor, County may
3 deduct from sums otherwise due to Contractor, or obtain recovery
4 of, from a performance bond or otherwise, any premium costs
5 advanced by County for such insurance. These remedies shall be in
6 addition to any other remedies available to the County.

7 C. CONSIDERATION TO CONTRACTOR

8 1. In consideration of the services, equipment, and
9 materials furnished under this Agreement, Contractor shall
10 receive the following as full compensation:

- 11 a. Market rights as specified herein.
- 12 b. Use of communications infrastructure.
- 13 c. Benefit of first responder services as available.
- 14 d. Income from fee for service billing (less penalties,
15 liquidated damages, and other costs) as specified.

16 2. In consideration of the services, equipment,
17 materials, and supplies to be furnished by Contractor, the County
18 Board of Commissioners hereby designates Contractor as the
19 exclusive provider of emergency ground ambulance service within
20 the geographical areas defined by this Agreement. Contractor and
21 County agree that said designation shall begin on August 1, 1995
22 at 8:00 AM and shall continue throughout the term of this
23 Agreement, unless otherwise mutually agreed upon. The parties
24 further agree that by such designation and through the other
25 provisions for Contractor compensation incorporated herein,
26 County has fulfilled any and all obligations it may have
27 presently or at any time during the term of this Agreement to

1 compensate, reimburse, or otherwise pay Contractor for services
2 provided to medically-indigent patients.

3 3. This Agreement is a "master-term agreement of
4 requirements." County is acting, in effect, as a group purchasing
5 agent for the residents of the contract service area. Pursuant
6 to the "master-term agreement," residents (and visitors) are
7 allowed to request services individually, with each such request
8 being a separate "purchase order," and with individual customers
9 each being responsible for payment relative to services received.

10 D. RIGHTS AND REMEDIES NOT WAIVED

11 The Contractor agrees and guarantees that the work herein
12 specified shall be completed without further or additional
13 compensation than that provided for in this Agreement; and that
14 the acceptance of work herein and the compensation allowed shall
15 not be held to prevent maintenance of an action for failure to
16 perform such work in accordance with this Agreement.

17 E. ENTIRE AGREEMENT; AMENDMENTS; INTERPRETATION; VENUE;

18 NOTICES

19 1. This Agreement constitutes the entire agreement between
20 County and Contractor with respect to the subject matter hereof
21 and supersedes any and all previous negotiation, proposals,
22 commitments, writings, advertisements, publications, and
23 understanding of any nature whatsoever unless specifically
24 included or incorporated herein.

25 2. Any amendments or changes to this Agreement, whether
26 requested by Contractor or County may only be effected if
27 mutually agreed upon in writing by duly authorized

1 representatives of the parties hereto. The Agreement shall not
2 be modified or amended, nor any rights of the Parties to it
3 waived, except by such a writing.

4 3. The rights and obligations of the parties and all
5 interpretations in performance of this Agreement shall be
6 governed in all respects by the laws of the State of Oregon.

7 4. Notices and other communications required hereunder
8 shall be transmitted in writing by certified U.S. Mail, postage
9 prepaid, Return Receipt Requested, addressed to:

10
11 To Contractor:

12 D. Trace Skeen, CEO

13 AMR Northwest

14 1240 SE 12th Ave.

15 Portland, OR 97215

16
17 To County:

18 William Collins, EMS Administrator

19 426 SW Stark, 9th Floor

20 Portland, OR 97204

21
22
23 5. Except as otherwise provided, any notice given pursuant
24 to this Agreement shall be effective seven (7) days after the
25 postmark or upon receipt as evidenced by the U.S. Postal Service
26 Return Receipt card, whichever is later.

27 F. FORCE MAJEURE

1 1. If any party hereto is rendered unable, wholly or in
2 part, by Force Majeure to carry out its obligations under this
3 Agreement, that party shall give to the other parties hereto
4 prompt written notice of the Force Majeure with reasonable full
5 particulars concerning it. Thereupon, the obligations of the
6 party giving the notice, so far as they are affected by the Force
7 Majeure, shall be suspended during, but no longer than the
8 continuance of the Force Majeure, except for a reasonable time
9 thereafter required to resume performance.

10 2. During any period in which any party hereto is excused
11 from performance by reason of the occurrence of an event of Force
12 Majeure, the party so excused shall promptly, diligently, and in
13 good faith take all reasonable action required in order for it to
14 be able to commence or resume performance of its obligations
15 under the Agreement. Without limiting the generality of the
16 foregoing, the party so excused from performance shall, during
17 any such period of Force Majeure, take all actions reasonably
18 necessary to terminate any temporary restraining orders
19 preliminary or permanent injunctions to enable it to so commence
20 or resume performance of its obligations under the Agreement.

21 3. The party whose performance is excused due to the
22 occurrence of an event of Force Majeure shall, during such
23 period, keep the other parties notified of all such actions
24 required in order for it to be able to commence or resume
25 performance of its obligations under the Agreement.

26 4. "Force Majeure" is defined as an act of God, act of
27 public enemy, war, and other causes not reasonably within the

1 control of any parties hereto.

2 G. INDEPENDENT CONTRACTOR

3 In performance of the services herein provided for,
4 Contractor shall be, and is, an independent contractor, and is
5 not an agent or employee of County. Contractor shall be solely
6 responsible for and save County harmless from all matters
7 relating to the payments of its employees, including compliance
8 with Social Security, withholding, worker's compensation, and all
9 other regulations governing such matters.

10 H. INVALIDITY

11 In the event any provision of this Agreement shall be
12 held invalid or unenforceable by a court of competent
13 jurisdiction, such holding shall not invalidate or render
14 unenforceable any other provision thereof.

15 I. HOLD HARMLESS

16 Contractor shall indemnify, hold harmless and defend
17 County, and its agents, officers and employees from and against
18 all claims and actions, and all expenses incidental to the
19 investigation and defense thereof, arising out of or based upon
20 damage or injuries to persons or property resulting from the
21 Contractor's operations under this Agreement, or caused by the
22 errors, omissions, fault or negligence of the Contractor or its
23 employees or subcontractors.

24 J. PREVENTION OF IMPLEMENTATION

25 The parties agree that in the event County or
26 Contractor, or both, are delayed or prevented due to legal
27 action, from implementing this agreement on August 14, 1995, the

1 terms and conditions of the Agreement may be modified as mutually
2 agreed upon by the parties.

3 K. NONDISCRIMINATION

4 Under the Civil Rights Act of 1964, and other provisions
5 of law, no person shall, on the ground of race, color, national
6 origin, sex, religion, age or disability be excluded from
7 participation in, be denied the benefits of, or be subjected to
8 unlawful discrimination under any program or activity receiving
9 federal financial assistance. This Agreement is subject to the
10 requirements of Title 6 of the Civil Rights Act of 1964 (PL88-
11 352) and Department of the Treasury regulations with respect
12 thereto, including regulations under 31 CFR, Subtitle B, Part 51,
13 Subpart E, which the Contractor agrees to comply with in the
14 performance of its obligations under this Agreement.

15 L. NONTRANSFERABLE AGREEMENT

16 This Agreement shall not be assigned or transferred, nor
17 may the duties hereunder be delegated, without the express
18 written permission of the County. Any substantial change in
19 ownership of Contractor shall be considered a form of assignment
20 of this Agreement, and must be approved by the County, provided,
21 however, that the County shall not unreasonably withhold its
22 approval of such change in ownership. Any assignment, transfer,
23 or delegation in violation of this provision shall be void and of
24 no force or effect.

25 M. SECTION HEADINGS AND TABLE OF CONTENTS

26 Section headings and Table of Contents are inserted for
27 convenience only and shall not be used in any way to construe the

1 terms of this Agreement.

2 N. COOPERATION

3 Contractor's obligations of cooperation with the County
4 EMS Administration and other county departments hereunder shall
5 survive termination of this Agreement and shall remain in force
6 an effect until fulfilled.

1
2 O. PUBLIC CONTRACTING LAW

3 The provisions of Oregon public contracting law, ORS
4 279.310 through 279.320 are incorporated herein by this
5 reference.
6

7 IN WITNESS WHEREOF, the parties hereto have caused this
8 Agreement to be executed as of the day and year below written.

9
10 MULTNOMAH COUNTY
11 BOARD OF COUNTY COMMISSIONERS
12

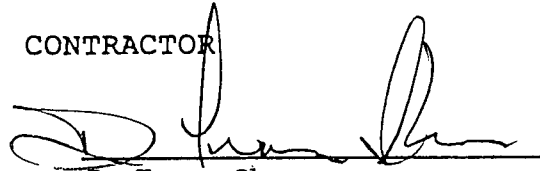
13 _____
14 Beverly Stein
15 Multnomah County Chair
16

17
18 Date: _____
19

20
21
22 REVIEWED:
23

24
25 _____
26 Jacqueline Weber
27 County Counsel
28
29

CONTRACTOR



Trace Skeen
CEO

Date: July 5, 1995

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE _____

BOARD CLERK



CITY OF

PORTLAND, OREGON

BUREAU OF EMERGENCY COMMUNICATIONS

Earl Blumenauer, Commissioner
 Sherrill L. Whittemore, Director
 9911 SE Bush Street
 Portland, Oregon 97266-2505
 (503) 823-0911
 Fax: (503) 823-4630

July 5, 1995

To: Bill Collins, Multnomah County EMS
 Keith Flewelling, AMR
 Dan Campbell, PRC
 Sherrill Whittemore, BOEC

From: Steve Baker, BOEC *Steve*

Subject: EMS Planning

I have summarized all agreements between AMR and BOEC regarding the utilization of a System Status Plan Coordinator and interface of information.

System Status Plan Coordinator (SSPC)

1. Responsible for managing the System Status Plan
2. AMR Employees
3. Works from a mutually agreeable SOP¹
4. Located at a mutually agreeable position at BOEC
5. 4-6 personnel will be hired to achieve 24 hour coverage
6. A BOEC representative will sit on the hiring review panel
7. AMR and BOEC will establish a job description
8. Interacts with BOEC Fire/EMS Supervisor
9. AMR will work with Paul Stein and Jim Churchill to arrive at SSPC costs

¹ Standard Operating Procedure

n:\steveb\corresp\ems\lr50620 a1b 6/20/95

AN EQUAL OPPORTUNITY EMPLOYER

City Government Information
 TTY (For Hearing & Speech Impaired) - (503) 823-8888

County Government Information
 TTY - (503) 248-5040

EMS System Status Plan Module

1. Is being purchased from PRC by BOEC
2. Approximate installation date: August 1995
3. The SSPC will use this software to manage the system status plan

Data Interface From BOEC To AMR

1. AMR will document their information requirements and deliver them to Jim Churchill at BOEC by Wednesday, June 28th.
2. Interface is one-way (BOEC to AMR)
3. Real time transfer of data is not an issue (as soon as feasible is acceptable)
4. AMR is responsible for scheduling and paying for the data line between AMR and BOEC.
5. PRC will insure that the interface remains compatible with any software changes made to BOEC system.
6. AMR will insure that the interface remains compatible with any software changes made at AMR.

cc Jerry Andrews, Multnomah County EMS
Jim Churchill, BOEC

ATTACHMENT B

DISPOSABLE MEDICAL SUPPLIES

Airways, Nasopharyngeal
 Oropharyngeal
Cannula, Nasal
Catheter, Suction
Holder, E.Tube
Mask, O2, Non-Reb
Mask, pocket
Mask, Resusc
Resuscitator, Bag Valve
Stylet
Suction unit, V-Vac
Syringe, 70cc Toume Tip
Tip, Yankower suction
Tube, Endotracheal, all
Tube, Nasogastric
Tube, O2 Supply
Tube, Suction Connecting
Valve, Heimlich
Bandages
Dressings
Tape, Transpore
Tape, Durapore
I.V. Catheters
I.V. Drip Sets
I.V. Needles
I.V. Tubing
Pads, Prep
Syringes
Needles
Tourniquets
Tube, Red top
Linen, disposable
Electrodes, Fast Patch
Gel, Conductive
Bag, Biohazard
Basin Emesis
Blade, Tounge
Block, Foam Immobilization
Collar, Cervical
Container, Infectious waste
Cuffs, Flex
Electrodes, Blood Glucose
Eye Shield

Gloves, Exam
Inhalant, Ammonia
Obstetrical Kit
Lancet, Blood Glucose
Lubricant, KY Jelly
Mask, Dust
Ice Pack
Scalpel
Face Shield
Splint, Cardboard
Band-aids
Charcoal, Activated
Ipecac Syrup
Epinephrine, 1:1,000 Tubex
Thermometer
Paper Sleeves
Cotton roll (splint liner)
Needles, Butterfly
Plug, Male Adapter
Tube, Drain

ATTACHMENT C

Equipment Lease Agreement

WHEREAS, the parties hereto have entered into an Agreement for exclusive emergency ambulance services dated _____ wherein, MULTNOMAH COUNTY is referenced as "COUNTY" and Buck Medical Services, Inc., dba American Medical Response Northwest, Inc. is referenced as "CONTRACTOR";

AND, WHEREAS, COUNTY and CONTRACTOR wish to define and clarify a Lease Agreement for the essential equipment to be used by CONTRACTOR in the performance of the Agreement, the parties agree to the terms of this conditional lease of equipment in which the CONTRACTOR is hereinafter referenced LESSOR and the COUNTY is hereinafter referenced the LESSEE;

The parties agree as follows:

The individual equipment items or group of items are identified on schedules attached hereto and as Exhibit A and incorporated by this reference herein. Said schedule of items include the agreed upon amortization schedule of each equipment item over the period of the safe useful life of equipment of that type. It is intended and agreed by the parties that equipment items may be added to and retired from this leasing program throughout the term of the contract between the parties, provided further, that the amortization schedule of each equipment item retired from or added to said schedules will be amended as retired or added.

Additions of equipment throughout the term of the lease shall be subject to approval by the LESSEE, provided that the LESSEE shall not withhold its approval of such request so long as the pricing, financing, and amortization terms are consistent with the provisions set forth herein and consistent with the equipment replacement policy attached hereto as Exhibit B heretofore approved by the LESSEE COUNTY.

In selecting and arranging for acquisition of equipment for inclusion on said schedule, neither LESSOR, nor any owner, officer, employee or affiliate of LESSOR shall directly or indirectly receive

any discounts, commissions or other consideration from the supplier or manufacturer except as the full value as such consideration is incorporated as a reduction in the effective purchase price and amortized cost of said equipment.

The LESSEE's obligation to make lease payments shall be limited and conditioned as follows:

A) So long as LESSOR is not in default of its obligations as the CONTRACTOR under terms of the contract between CONTRACTOR and MULTNOMAH COUNTY, there will be no payments due under this lease.

B) The LESSEE's obligation hereunder shall automatically expire upon the expiration of the referenced contract between the CONTRACTOR and COUNTY and all right, title and interest in and to the leased equipment shall revert to the LESSOR, CONTRACTOR.

C) In the event, however, of a declared default and takeover of services by the COUNTY in accordance with the terms of the contract between the COUNTY and the CONTRACTOR, then the COUNTY, LESSEE, herein may at its option elect to assume immediate access to and use of all leased equipment.

Further, in the event of a declared default, the LESSEE may at its option:

1) Assume responsibility for payments to LESSOR on a monthly basis, an amount equal to the sum total of the lease amounts identified for all equipment on the attached schedules (Exhibit A) as approved and amended; or

2) Purchase said leased equipment without prepayment penalties for an amount equal to the purchased equipment's then current "stipulated value" as defined in Section VI D of the Request for Proposal.

3) Terminate without penalty its remaining obligations as LESSEE thereby relinquishing all rights to the subject equipment.

The term of this lease is intended to coincide with the term of the contract between the LESSOR, Buck Medical Services, Inc., dba AMR Northwest, Inc., as the CONTRACTOR and LESSEE, MULTNOMAH COUNTY as the COUNTY. This lease will terminate upon the expiration of the contract unless otherwise extended as provided in said contract. During the term of this lease agreement, it is agreed and understood between the parties hereto that the LESSOR CONTRACTOR will maintain possession of all of the essential equipment subject of the lease for purposes of use of said equipment by LESSOR CONTRACTOR in the performance of the terms of the contract.

LESSOR shall bear all risk of loss to the property and only prior to lease shall secure property damage insurance against all risks from every cause whatsoever and public liability and property damage insurance covering the equipment, LESSOR shall be responsible for payment of all deductible cost.

In the event the property is accidentally destroyed or substantially damaged so as to render said equipment unusable, LESSOR shall replace the property using whatever insurance proceeds may be available and absorb all costs to replace equipment accidentally destroyed or substantially damaged during the remaining period of the amortized useful life of said item or items of equipment.

C) LESSOR at its own cost and expense shall keep all leased property in good repair, condition and working order and shall furnish all parts, mechanisms, devices and servicing required therefore.

During the course of this lease and prior to any declared default, LESSOR shall at LESSOR'S expense comply with all laws, regulations and orders relating to the leased property or to this lease and shall pay all license fees, assessments and sales, use, property excise and other taxes or penalties, and interest now and hereafter imposed by any governmental body or agency upon any property leased herein or the use hereof and assumes the risk of liability arising from or pertaining to the possession, operation or use of such leased property. LESSOR covenants to indemnify LESSEE and hold harmless and defend LESSEE against any and all claims, costs, expenses, damages and liabilities arising from or pertaining to the use, possession or operation of such leased property.

In the event of a declared default and takeover of services by the COUNTY in accordance with the general provisions of the EMS Contract between COUNTY, and Buck Medical Services, Inc., dba American Medical Response Northwest, Inc. the LESSOR herein and CONTRACTOR by the terms of that EMS Contract referenced above and further, if the LESSEE shall exercise its option of a system takeover and its right to instant and unimpaired use of the essential equipment used by the CONTRACTOR in the performance of the contract and further, if the COUNTY (LESSEE herein) elects to assume responsibility for the remaining payment obligations under this lease, then all requirements of the LESSOR herein for the responsibility and payment for insurance, maintenance of equipment and payment of all license fees, assessments, taxes Imposed, and other costs and LESSOR's assumption of risk of liability arising from or pertaining to the possession, operation or use of the leased equipment shall cease and terminate and the LESSEE herein shall with its assumption of the possession of the leased equipment secure and pay for insurance against all risks from every cause whatsoever in the amount of the replacement costs of the equipment and public liability and property damage insurance covering the equipment in a sufficient amount from an insurance company naming AMR Northwest as additionally insured. Said policies shall be in the joint names of LESSOR and LESSEE. Such proceeds shall be the sole property of LESSOR and shall be used for the repair or replacement of equipment or toward payment of LESSEE's obligation under this lease, at the sole option of LESSOR. LESSEE then assumes the risk of liability arising from or pertaining to the possession, operation or use of the leased property and covenants to indemnify LESSOR and hold LESSOR harmless, and defend LESSOR against any and all claims, costs, expenses, damages and liabilities arising from or pertaining to the use, possession or operation of the leased property; LESSEE further agrees at its costs and expense to keep all leased property in good repair, condition and working order and to furnish all parts, mechanisms, devices and servicing required therefore; and to at LESSEE's expense comply with all laws, regulations and orders relating to the leased property or to this lease and to pay all license fees, assessments and sales use, property excise and other taxes or penalties and interest imposed after the time of such declared default and system takeover by LESSEE.

The financial obligations of LESSEE to LESSOR for the lease of the equipment subject of this agreement shall be secured solely by the leased equipment.

Upon expiration of the initial lease term or any subsequent renewal term, if there has been a declared default and a system takeover and further if LESSEE has exercised its option to assume responsibility for the remaining payment obligations under the terms of this lease, then LESSEE agrees to immediately return leased property in as good condition as received less normal wear, tear and depreciation to such place as then specified by LESSOR.

Should any legal proceedings be instituted by LESSOR to recover any moneys due and to become due herein and/or for possession of the equipment, LESSEE shall be liable for and pay for all reasonable attorney's fees and costs incurred.

LESSEE understands and agrees that title to the equipment does not pass from LESSOR to LESSEE during the term of this lease agreement. The terms of this agreement are to ensure the COUNTY LESSEE's uncontested right to instant and unimpaired use of essential equipment as defined in the Contract, in the event CONTRACTOR LESSEE is declared in major default during the terms of the Contract.

In all other respects, all rights and duties accruing to the LESSOR and LESSEE by the terms of this agreement terminate effective as of the last day of the Contract between the parties.

EXHIBIT B

EQUIPMENT REPLACEMENT POLICY

EQUIPMENT	REPLACEMENT SCHEDULE
Ambulances	3 years and 180,000 miles
Communications Equipment	5 years
Medical Equipment	5 years
Monitor/Defibrillator	7 years

MEETING DATE: JUL 06 1995

AGENDA NO: R-5

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Juvenile Justice Division Program Enhancement Process

BOARD BRIEFING

Date Requested: July 6, 1995

Amount of Time Needed: 20 Minutes

DEPARTMENT:

DIVISION: Juvenile Justice

CONTACT: Jimmy Brown

TELEPHONE #: 248-3748

PERSON(S) MAKING PRESENTATION: Elyse Clawson, Jimmy Brown, Clarice Bailey, Diane Feldt;

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

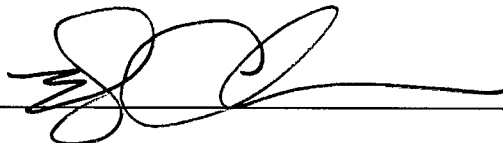
SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable): To approve allocation and process for utilization of \$361,500 in County General Funds that will provide additional Intervention and Prevention resources for at-risk youth and families. This action creates no additional staff resource within the Juvenile Justice Division. It projects additional service availability for 452 youth and families.

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

1995 JUN 29 PM 12:00
CLERK OF
COUNTY COMMISSIONERS
MULTI-COUNTY
OREGON

**MULTNOMAH COUNTY
DEPARTMENT OF JUVENILE JUSTICE SERVICES**

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson

DATE: June 28, 1995

REQUESTED PLACEMENT DATE: July 6, 1995

RE: JUVENILE JUSTICE DEPARTMENT PROGRAM ENHANCEMENT PROCESS

I. Recommendation/Action Requested:

To approve a utilization and allocation process for \$361,500 in County General Funds that will provide additional Intervention and Prevention resources for youth and families at risk of continued involvement in the Juvenile Justice System.

II. Background/Analysis:

The Board has reviewed, through the Budget Process, a request from the Chair's Office to allocate additional resources to Juvenile Justice Services to provide service expansion where program gaps exist. The Board must approve the allocation of additional resources and the utilization process proposed by Juvenile Justice Services.

III. Financial Impact:

The allocation, if approved, will result in additional resources to the Juvenile Justice Services. These resources would continue as a part of the Departments annual budget request. Currently the \$361,500 is in Contingency and will need a budget modification to place the funds in the Department budget. As the activity associated with the proposal will not occur prior to July 1, 1995, the budget modification will not be in effect until after that date.

IV. Legal Issues:

N/A

V. Controversial Issues:

There are no controversial policy issues related to this action. The proposal before the Board requests that additional resources be brought to bear on youth and families at risk of further penetration in to the Juvenile Justice System.

MEMORANDUM TO BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

VI. Link to Current County Policies:

The proposed action is consistent with County policies involving collaboration between County Departments (e.g. Juvenile Justice and Children and Family Services), capacity expansion to ensure that families and youth in need of service are provided with those opportunities and the need to ensure effective and efficient service delivery.

VII. CITIZEN PARTICIPATION:

The Director of the Department of Juvenile Justice Services empowered a committee to provide recommendations to the Board of County Commissioners. The Program Enhancement Subcommittee was comprised of representatives from City and County Youth Service Providers, Alternative and Higher Education, and Juvenile Justice Department Counselors, Diversion and Detention staff. The committee was geographically representative of East Multnomah County, Mid-County, Outer and Inner Southeast, North Portland and Inner Northeast Portland. The committee was ethnically and racially diverse, representative of the composition of clients in the Juvenile Justice System. The committee members were selected based on their knowledge, experience, commitment and involvement in the youth service provider community.

The initial meeting of the committee was held June 1, 1995 at the Juvenile Justice Complex. The committee was presented with its charge, specifically:

- To identify specific gaps in the Juvenile Justice System service delivery environment that impacts negatively on youth and families;
- To identify service needs that exist due to limited resources;
- To prioritize service needs and to propose an allocation process;

It is anticipated that members of the committee will be present to speak with the Board. A list of committee members is attached.

VIII. Other Government Participation:

The proposed allocation will support efforts currently underway involving Family Service Centers, the Departments' Diversion Program as well as Adjudication and Field Counseling Units. In addition, the Oregon Youth Authority's Juvenile Parole Unit will be able to access resources through the allocation.

**MULTNOMAH COUNTY DEPARTMENT OF JUVENILE JUSTICE
PROGRAM ENHANCEMENT SUBCOMMITTEE
RECOMMENDATIONS FOR THE ALLOCATION OF GENERAL FUND RESOURCES FOR
INTERVENTION AND PREVENTION SERVICES**

The Director of the Department of Juvenile Justice Services empowered a committee to provide recommendations to the Multnomah County Board of Commissioners. The Program Enhancement Subcommittee was comprised of representatives from City and County Youth Service Providers, Alternative and Higher Education, and Juvenile Justice Department Counselors, Diversion and Detention staff. The committee was geographically representative of East Multnomah County, Mid-County, Outer and Inner Southeast, North Portland, and Inner Northeast. The committee was ethnically and racially diverse, representative of the composition of clients in the Juvenile Justice System. The committee members were selected based on their knowledge, experience, commitment and involvement within the youth service provider community.

The initial meeting of the committee was held June 1, 1995 at the Juvenile Justice Complex. The committee was presented with its charge, specifically:

- To identify specific gaps in the Juvenile Justice System service delivery environment that impacts negatively on young people;
- To identify service needs that exist due to limited resources;
- To prioritize service needs;
- To propose an allocation process;

The committee received and reviewed the following information:

- Listing of current MCJJD contractors;
- Multnomah Commission on Children and Families information regarding unmet needs and Level 7 youth;
- MCJJD Budget Process documents describing existing service needs;

The committee met over thirteen (13) hours discussing process and organization parameters and established the following service parameters:

- Youth, 10 - 19 years of age;
- Multnomah County, inclusive of City of Portland, resident;
- Adjudicated youth;
- Non-adjudicated, diversion youth;
- At risk of further involvement with the Juvenile Justice System;
- Parents, siblings, custodial, extended, "as is" family and care givers;

The committee recommends that within the confines of available resources the following key values be espoused: a) Flexibility in Service Delivery Activity, b) Intervention and Prevention centered, c) Education and Skill-building centered.

The committee proposes the listed program enhancement approach be utilized to access the General Fund allocation to Juvenile Justice:

RECOMMENDATION: Create a Wholistic, Family Centered approach to provide Intervention and Prevention services for youth, parents, and families (custodial, extended, "as is" and siblings, and care givers), involved in adjudicatory and non-adjudicatory, diversion activities with Multnomah County's Juvenile Justice System.

PROGRAM ENHANCEMENT SUBCOMMITTEE:

The Program Enhancement Subcommittee will be comprised of three (3) representatives. One representative from Multnomah County Juvenile Justice Department, one representative from the Family Service Centers, and one representative from Community Based Organizations. Priority will be given to those Community Based Organizations that work with clients of the Juvenile Justice Department and Family Service Centers, specifically adjudicated and non-adjudicated, diversion clients.

COMMITTEE STRUCTURE:

(Minimum Representation)

- 1 - Juvenile Justice Division representative
- 1 - Family Service Center representative
- 1 - Community Based Organization representative

- Committee membership will be rotational between Family Service Centers and Community Based Organizations in order to enhance regional participation;
- Committee will meet weekly at the Juvenile Justice Complex;
- Committee will be staffed by a Juvenile Justice Department liaison;
- Committee will establish criteria for fund utilization;
- Committee reviews and approves request for funding over \$1,000;
- Juvenile Justice Liaison reviews and approves request for funding under \$1,000;

The Program Enhancement Subcommittee will be comprised of representatives from Multnomah County Juvenile Justice Services, Family Service Centers and City and County Community Based Organizations. The committee members are selected based on their knowledge of service needs and service gaps, experience, commitment and involvement within the youth service provider community. In order to maintain knowledge of providers and services within the local community, Multnomah County Juvenile Justice Services will procure and maintain program service information relevant to the needs of youth and families. The Department will make this information available to the Program Enhancement Subcommittee.

Page Three
Program Enhancement Subcommittee
Recommendations

TARGET POPULATION FOR SERVICE ACCESS:

- 1) Youth to age 19 and families (i.e. parents, siblings, custodial, extended, "as is" and caregivers;
- 2) Multnomah County resident, inclusive of City of Portland;
- 3) Adjudicated or non-adjudicated, diversion youth;
- 4) At risk of further or continued involvement in Juvenile Justice System;
- 5) There is evidence that without these funds, services could not be provided;

TASKS OF PROGRAM ENHANCEMENT SUBCOMMITTEE:

- 1) Establish meeting process to review all Flexible Funding requests in excess of \$1,000 and all Program Development and Capacity Expansion Funding requests;
- 2) Review and provide action on all requests for funding of Flexible and Program Development and Capacity Expansion resources;
- 3) As necessary provide resource development information on existing community services, other funding sources (IV-E Independent Living, existing CSD contracts, Level 7 funding, County Mental Health, Vocational Rehabilitation, Diversion, et.al.) to Probation, Parole, Family Service Center and other service provider staff;
- 4) Determine existing needs and service gaps within the provider community and advocate for resource enhancement as necessary;
- 5) Meet with Probation, Parole, Family Service Center and other service provider staff to assist in development of service plan for each child and/or family;
- 6) Insure that all youth have a service plan that includes, but is not limited to the following:
 - a) focuses on individual needs of clients and on developing necessary services for families;
 - b) complete as possible in requests for services - listing potential and preferred vendors whenever possible and cost if known;
 - c) identify anticipated length of services included in plan and anticipated overall budget needs for child/family;
 - d) identify services that are part of the client service plan that will be paid from other funding sources, and identify source of funding;
- 7) Forward all information to JJD Liaison;

The Program Enhancement Subcommittee will determine and develop criteria to review, and act upon all requests for fund utilization by Juvenile Justice Court Counselors, Juvenile Parole Officers, Family Service Center staff and other service providers. In addition, the Juvenile Justice Department will provide a staff person to function as a liaison to the Program Enhancement Subcommittee, with additional responsibilities to assist Court Counselors, Parole Officers, Family Service Center staff and other service providers in preparing funding requests.

FLEXIBLE FUNDING PROCESS - EXAMPLE OF SERVICES TO BE PURCHASED:

Program Allocation: \$212,500

Client Impact: 452 clients (figure based on \$800 average service cost for youth involved in CSD Flexible Funds activity)

The availability of a Flexible Funding allocation will provide the Juvenile Justice Department with an opportunity to implement a "wrap-around" services program model for youth and families involved in intervention and prevention programs. In this model resources will follow the young person and his/her family through the service network. The ability to leverage additional program resources (i.e. CSD Flexible Funding for Girls, Level 7 funding, Downsizing Client Services Funds, et.al.) will provide maximum utilization of dollars and promote collaboration and service delivery between the Department and its community partners.

- Family counseling
- Parent counseling
- Drug and Alcohol counseling
- Job Training
- Life skills training
- Home visits/in-home treatment
- Cultural enrichment
- Mentoring services
- Group counseling
- Physical education (sports camps, etc.)
- Mental Health outpatient/inpatient service
- In-home Tutorial service
- Alternative school enrollment
- Arts education
- After-school care
- Day care service
- Vocational training
- Mediation and conflict resolution training
- Psychological and Psychiatric consultation, evaluation and assessment
- ESL services for non-English speaking families
- Youth leadership development services
- Teen parenting classes
- Law related education classes
- Job search and placement service
- Clothing
- Respite care
- Emergency shelter care
- Intensive supervision
- Homebuilders service
- Sex Offender Aftercare service
- Parent education services
- Program Transition services

FLEXIBLE FUNDING PROCESS - EXAMPLE A (service need > \$1,000):

A youth that fails the Diversion Program is assessed by a Juvenile Court Counselor and found to be in need of residential drug and alcohol services. A secure residential program does not exist, however, a community based residential resource is available. The youth is placed in residential treatment, and is found to be in need of dental services in excess of \$2,000. The Juvenile Justice Program Enhancement Liaison staff reviews a request from the Juvenile Court Counselor and submits to the Program Enhancement Subcommittee for approval of Flexible Funds to secure the needed service.

FLEXIBLE FUNDING PROCESS - EXAMPLE B (service need < \$1,000):

A youth is in need of tutorial service due to expulsion from school for a weapons related incident. Family Service Center worker determines that the resource is unavailable to family due to lack of funding in existing programs. The Family Service Center worker notes that the service will cost less than \$1,000, drafts a Service Plan and presents information to Juvenile Justice Program Enhancement Liaison. Juvenile Justice Liaison staff reviews request, approves and submits approval document to Contracts Section and JJD Budget section for payment.

EVALUATION COMPONENT:

The Department will review participant data collected through its Client Tracking System. The Department will, in addition, interview Juvenile Justice staff, Family Service Center and other service providers, regarding the flexible fund process, use of services, and review of successes and failures in the model. The Program Development and Capacity Expansion approach will be evaluated utilizing the Department's standard fiscal compliance and outcome measurement process.

PROGRAM DEVELOPMENT AND CAPACITY EXPANSION FUNDING PROCESS - EXAMPLE OF SERVICES TO BE PURCHASED:

The Juvenile Justice Department recognizes that a continuing need exists in the community for resources to serve "hard-to-place" youth and difficult families. The utilization of the allocation established for Program Development and Capacity Expansion provides the Department an opportunity to augment existing resources as necessary, and to create service availability when resources do not exist. The Department will utilize an RFP process to expand capacity in the service delivery system within Multnomah County.

Program Allocation - \$149,000

- Drug and Alcohol Treatment Inpatient Service
Allocation: \$98/day @ 250 days - \$20,500
- Drug and Alcohol Treatment Outpatient Service
Allocation: \$340/youth @ 144 youth/year - \$48,960
- Alternative Education Program slots
Allocation: \$45.05/youth @ 150 days annual @ 6 slots - \$40,545
- Conflict Resolution and Mediation Service (provide training for youth to act as mediators in a variety of settings, school, peer group, community, et.al.)
Allocation: \$200/youth @ 120 youth/year - \$24,000
- Violence Prevention Mentoring Service (provide intensive follow-up service for youth involved in Oregon State Penitentiary Violence Prevention Program)
Allocation: \$30/day @ 50 days @ 15 slots - \$22,500

CLOSING SUMMARY:

Multnomah County's Department of Juvenile Justice Services is committed to principles and activities associated with Collaboration, Service Integration and Capacity Building. Through the Flexible Fund and Program Development and Capacity Enhancement service models, the Department has an opportunity to promote collaboration with Family Service Centers, Community Based Providers and other advocates for youth services.

The Department will continue to pursue efforts to increase service capacity in the community. Further, the Department is committed to the development of joint training activities between JJD and its community partners, advocate for evaluation and outcome measurement technical assistance for providers and assist in the development of a service network that is efficient and effective in providing services to youth and families.

MULTNOMAH COUNTY JUVENILE JUSTICE PROGRAM ENHANCEMENT SUBCOMMITTEE

1. Carol Smith, Executive Director
Open Meadow Learning Center
7654 N. Crawford
Portland, OR 97203
2. Leslie Haines, Director
Eastwind Center
135 NW 1st
Gresham, OR 97030
3. Nady Tan, Executive Director
International Refugee Center of Oregon
1336 E. Burnside
Portland, OR 97232
4. Diane Feldt, Director
North Portland Youth and Family Center
7704 N. Hereford
Portland, OR 97203
5. Jeanette Pai-Espinosa, Program Manager
CREATE
Community Relations and
Education Programs
Support Services Bureau
400 Public Service Building
Salem, OR 97310
6. Sandy Carter-Templeman, Program Manager
Hispanic Program of Catholic Community Services of
Portland
451 NW 1st
Gresham, OR 97236
7. Larry Clayton, Asst. Director/Youth & Family Services
Urban League Youth and Family Services
10 N. Russell
Portland, OR 97227
8. Irma August, Program Manager
AYOS/GENESIS
3710 N. Mississippi
Portland, OR 97227

MULTNOMAH COUNTY JUVENILE JUSTICE PROGRAM ENHANCEMENT SUBCOMMITTEE

9. Karen Powell, Crime Prevention Specialist
NE Coalition of Neighborhoods
4815 NE 7th
Portland, OR 97211
10. Tony Hopson, Executive Director
Self Enhancement, Inc.
2156 NE Broadway
Portland, OR 97232
11. Gary McClellan, Assistant Director
FamilyWorks
Lutheran Family Services
4110 NE 122nd Ave., Suite 130
Portland, OR 97230
12. Katherine Anderson, Crime Prevention Specialist
Southeast Uplift Neighborhood Program
3534 SE Main St.
Portland, OR 97214
13. Betsy Coddington, Executive Director
VORP, Inc.
Juvenile Justice Complex
1401 NE 68th
Portland, OR 97213
14. Clarice Bailey, Program Director
Violence Study Team/Portland State University
392 Cramer Hall
P.O. Box 751
Portland, OR 97207-0751
15. Laura Burgess, Juvenile Court Counselor
Multnomah County Juvenile Justice Services
King Neighborhood Facility
Gang Resource Intervention Team (GRIT)
4815 NE 7th
Portland, OR 97211
16. Sylvia Foresee, Juvenile Court Counselor
Multnomah County Juvenile Justice Services
Southeast District Office
4420 SE 64th
Portland, OR 97206

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MULTNOMAH COUNTY JUVENILE JUSTICE PROGRAM ENHANCEMENT SUBCOMMITTEE

17. Susan Mahoney, Diversion Specialist
Multnomah County Juvenile Justice Services
Juvenile Justice Complex
1401 NE 68th
Portland, OR 97213
18. Don Lincoln, Groupwork Supervisor
Multnomah County Juvenile Justice Services
Juvenile Justice Complex
1401 NE 68th
Portland, OR 97213

BUDGET MODIFICATION NO. JJD 1

(For Clerk's Use) Meeting Date JUL 06 1995
Agenda No. R-6

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

DEPARTMENT: Juvenile Justice Services
CONTACT: Marie Eighmey

DIVISION: Detention
TELEPHONE: 248-3550

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Elyse Clawson/Joanne Fuller

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

The Juvenile Justice Division Budget Modification # JJD moves \$361,500 from General Fund Contingency to the Juvenile Justice Department to enhance program services.

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 Budget Modification adds \$361,500 to Pass Through Payments for program enhancement services. The funds were deleted from the Department's budget during work session discussions preceding the Adopted Budget and placed in Contingency until additional planning for program enhancements could take place.

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

- Increases Juvenile Justice Department's General Fund by \$361,500.
- Decreases General Fund Contingency by (\$361,500).

BOARD OF
COUNTY COMMISSIONERS
1995 JUN 29 PM 12:05
MULTNOMAH COUNTY
OREGON

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

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

After this modification \$ _____

Marie Eighmey 6/28/95
Originated By Date

Joanne Fuller 6/29/95
Department Manager Date

Christie Kille 6/29/95
Finance/Budget Date

Employee Relations Date

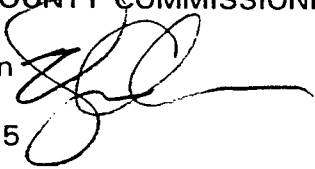
Deborah L. Boast
Board Approval Date

7/6/95

**MULTNOMAH COUNTY
DEPARTMENT OF JUVENILE JUSTICE SERVICES**

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson 

DATE: June 28, 1995

REQUESTED PLACEMENT DATE: July 6, 1995

RE: JUVENILE JUSTICE DEPARTMENT PROGRAM ENHANCEMENT PROCESS

I. Recommendation/Action Requested:

To approve a utilization and allocation process for \$361,500 in County General Funds that will provide additional Intervention and Prevention resources for youth and families at risk of continued involvement in the Juvenile Justice System.

II. Background/Analysis:

The Board has reviewed, through the Budget Process, a request from the Chair's Office to allocate additional resources to Juvenile Justice Services to provide service expansion where program gaps exist. The Board must approve the allocation of additional resources and the utilization process proposed by Juvenile Justice Services.

III. Financial Impact:

The allocation, if approved, will result in additional resources to the Juvenile Justice Services. These resources would continue as a part of the Departments annual budget request. Currently the \$361,500 is in Contingency and will need a budget modification to place the funds in the Department budget. As the activity associated with the proposal will not occur prior to July 1, 1995, the budget modification will not be in effect until after that date.

IV. Legal Issues:

N/A

V. Controversial Issues:

There are no controversial policy issues related to this action. The proposal before the Board requests that additional resources be brought to bear on youth and families at risk of further penetration in to the Juvenile Justice System.

MEMORANDUM TO BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

VI. Link to Current County Policies:

The proposed action is consistent with County policies involving collaboration between County Departments (e.g. Juvenile Justice and Children and Family Services), capacity expansion to ensure that families and youth in need of service are provided with those opportunities and the need to ensure effective and efficient service delivery.

VII. CITIZEN PARTICIPATION:

The Director of the Department of Juvenile Justice Services empowered a committee to provide recommendations to the Board of County Commissioners. The Program Enhancement Subcommittee was comprised of representatives from City and County Youth Service Providers, Alternative and Higher Education, and Juvenile Justice Department Counselors, Diversion and Detention staff. The committee was geographically representative of East Multnomah County, Mid-County, Outer and Inner Southeast, North Portland and Inner Northeast Portland. The committee was ethnically and racially diverse, representative of the composition of clients in the Juvenile Justice System. The committee members were selected based on their knowledge, experience, commitment and involvement in the youth service provider community.

The initial meeting of the committee was held June 1, 1995 at the Juvenile Justice Complex. The committee was presented with its charge, specifically:

- To identify specific gaps in the Juvenile Justice System service delivery environment that impacts negatively on youth and families;
- To identify service needs that exist due to limited resources;
- To prioritize service needs and to propose an allocation process;

It is anticipated that members of the committee will be present to speak with the Board. A list of committee members is attached.

VIII. Other Government Participation:

The proposed allocation will support efforts currently underway involving Family Service Centers, the Departments' Diversion Program as well as Adjudication and Field Counseling Units. In addition, the Oregon Youth Authority's Juvenile Parole Unit will be able to access resources through the allocation.