

MULTNOMAH COUNTY OREGON

BOARD CLERK

OFFICE OF BEVERLY STEIN, COUNTY CHAIR
 1120 SW FIFTH AVENUE, SUITE 1515
 PORTLAND, OREGON 97204
 TELEPHONE • (503) 248-3277
 FAX • (503) 248-3013

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

MULTNOMAH COUNTY COMMISSIONERS

AGENDA

FOR THE WEEK OF

JUNE 2, 1997 - JUNE 6, 1997

- Tuesday, June 3, 1997 - 9:30 AM - DLS Budget Work Session..... Page 2
- Tuesday, June 3, 1997 - 1:30 PM - DA Budget Work Session..... Page 2
- Tuesday, June 3, 1997 - 2:30 PM - NOND Budget Work Session Page 2
- Tuesday, June 3, 1997 - 3:30 PM - SB 1145 Budget Work Session Page 2
- Wednesday, June 4, 1997 - 6:30 PM - Public Budget Hearing Page 3
- Thursday, June 5, 1997 - 9:30 AM - TSCC Public Budget Hearing Page 3
- Thursday, June 5, 1997 - 10:30 AM - Regular Meeting Page 3
- Thursday, June 5, 1997 - 11:00 AM - Board Briefing Page 5

Tuesday, Wednesday and Thursday meetings this week will be cable-cast live and/or taped and can be seen by cable subscribers in Multnomah County on Channel 30 at the following times:

- Tuesday, 9:30 AM live; playback Tuesday, 11:00 PM & Sunday, 10:30 AM, CityNet 30
- Tuesday, 1:30 PM live; playback Wednesday, 1:30 AM & Sunday, 8:30 PM, CityNet 30
- Wednesday, playback Tuesday 2:00 PM, Friday 9:00 AM & Monday, 11:00 PM Channel 30
- Thursday, 9:30 AM live; playback Friday, 10:00 PM & Sunday, 1:00 PM, Channel 30

**Tuesday meetings produced through Portland Cable Access

**Wednesday and Thursday meetings produced through Multnomah Community Television

Tuesday, June 3, 1997 - 9:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

DLS BUDGET WORK SESSION

WS-1 Department of Library Services 1997-98 Budget Overview and Highlights. DLS Citizen Budget Advisory Committee Presentation. Measure 47 and Other Issues. Board Questions and Answers. 2 HOURS REQUESTED.

Tuesday, June 3, 1997 - 1:30 PM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

DA BUDGET WORK SESSION

WS-2 District Attorney 1997-98 Budget Overview and Highlights. DA Citizen Budget Advisory Committee Presentation. Measure 47 and Other Issues. Board Questions and Answers. 1 HOUR REQUESTED.

Tuesday, June 3, 1997 - 2:30 PM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

NOND BUDGET WORK SESSION

WS-3 Non-Departmental 1997-98 Budget Overview and Highlights. NOND Citizen Budget Advisory Committee Presentation. Measure 47 and Other Issues. Board Questions and Answers. 1 HOUR REQUESTED.

Tuesday, June 3, 1997 - 3:30 PM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

SB 1145 BUDGET WORK SESSION

WS-4 SB 1145 1997-98 Budget Overview and Highlights. Board Questions and Answers. Presented by Dan Noelle, Elyse Clawson, Bill Wood, Bob Grindstaff and Invited Staff. 1.5 HOURS REQUESTED.

Wednesday, June 4, 1997 - 6:30 PM
Gresham Branch Library, Large Meeting Room
384 NW Miller, Gresham

PUBLIC BUDGET HEARING

- PH-1 1997-98 Multnomah County Budget Overview. Opportunity for Public Testimony on the 1997-98 Multnomah County Budget. Testimony Limited to Three Minutes Per Person.
-

Thursday, June 5, 1997 - 9:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

TSCC PUBLIC BUDGET HEARING

- PH-2 The Tax Supervising and Conservation Commission Will Meet to Conduct a Public Hearing on the Approved 1997-98 Multnomah County Budget and the 1996-97 Multnomah County Supplemental Budget. 1 HOUR REQUESTED.
-

Thursday, June 5, 1997 - 10:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 Appointment of Raymond S. Holmgren and Re-appointment of Janet Van de Riet to the ANIMAL CONTROL ADVISORY COMMITTEE
- C-2 Appointments of Michael Amen, Karen Burger-Kimber, Kevin Cronin, Susan Gonzales, Chuck Hawkins, Gil Johnson, Al Kimbley, Gary Kish, Nevenka Pearson and David Schmidt to the BICYCLE AND PEDESTRIAN CITIZEN ADVISORY COMMITTEE
- C-3 Appointment of Leland Block to the DUII COMMUNITY ADVISORY BOARD

DEPARTMENT OF SUPPORT SERVICES

- C-4 Appointments of Myrna Blanchard, Chris Cameron, Jon Chess; Bobbi Damiani, Mike Delman, Karen Mayfield, Diane Morris, Helen O'Brien, Vera Pool, Karen Rhein, Jim Stegmiller and Theresa Sullivan as Voting Members to the CAMPAIGN MANAGEMENT COUNCIL

DEPARTMENT OF AGING SERVICES

- C-5 Intergovernmental Revenue Agreement 400177 with Family Caring Network, Inc., Providing Case Management and Assessment Services for Insurance Clients

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-6 Intergovernmental Agreement 100058 with Oregon Health Sciences University, Providing Alcohol and Drug DUII Information and DUII Rehabilitation Programs and Gambling Addiction Treatment

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-7 ORDER Authorizing Execution of Deed D971485 for Repurchase of Tax Foreclosed Property to Bonnie Shulson
- C-8 ORDER Authorizing Execution of Correction to Deed D971488 for Completion of a Contract to Richard B. Hagerty
- C-9 ORDER Designating the Daily Journal of Commerce as the Newspaper for Publication of Notice of Foreclosure of Tax Liens as Shown on the Multnomah County 1997 Foreclosure List
- C-10 Amendment 2 to Intergovernmental Agreement 300826 with the State of Oregon, Administrative Services, Providing County Access to State Motor Pool Services

DEPARTMENT OF HEALTH

- C-11 Intergovernmental Revenue Agreement 200058 with the City of Portland, Providing Rodent and Mosquito Control Services

DEPARTMENT OF LIBRARY SERVICES

- C-12 Budget Modification DLS 1 Authorizing Reclassification of Library Clerk 2 to Senior Office Assistant within the Central Library Division

REGULAR AGENDA

PUBLIC COMMENT

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

DEPARTMENT OF SUPPORT SERVICES

- R-2 Second Reading and Adoption of an ORDINANCE Relating to the Pay Ranges and COLA Increases for Exempt Employees and to Make Special Adjustments
- R-3 Ratification of Amendment to the 1992-95 Multnomah County Employees Union Local 88, AFSCME, AFL-CIO Collective Bargaining Agreement, as Amended and Extended through June 30, 1998, Concerning Layoff in the School Based Health Program
- R-4 Ratification of Amendment to the 1994-98 Oregon Nurses Association Collective Bargaining Agreement, Concerning General Layoff Language
- R-5 Ratification of Amendment to the 1994-98 Oregon Nurses Association Collective Bargaining Agreement, Concerning Layoff in the School Based Health Program

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-6 RESOLUTION Adopting Proposed Request for Proposal Materials for One-time Only Housing Funds Generated by the Strategic Investment Program

Thursday, June 5, 1997 - 11:00 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

BOARD BRIEFING

- B-1 A Report from the Frontlines on Diversity RESULTS and Training. Presented by Departmental Coordinators Shery Stump, Melinda Petersen, Carla Gonzales, Sue Longaker and Trink Morimitsu. 1 HOUR REQUESTED.

MEETING DATE: June 3, 1997
AGENDA #: WS-2
ESTIMATED START TIME: 1:30 PM

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: DA 1997-98 Multnomah County Budget Work Session

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Tuesday, June 3, 1997
AMOUNT OF TIME NEEDED: 1 Hour

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Dave Warren TELEPHONE #: 248-3822
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: Michael Schrunck, CBAC Chair, Department Staff

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

District Attorney
1997-98 Budget Overview and Highlights.
DA Citizen Budget Advisory Committee Presentation.
Measure 47 and Other Issues. Board Questions and Answers.

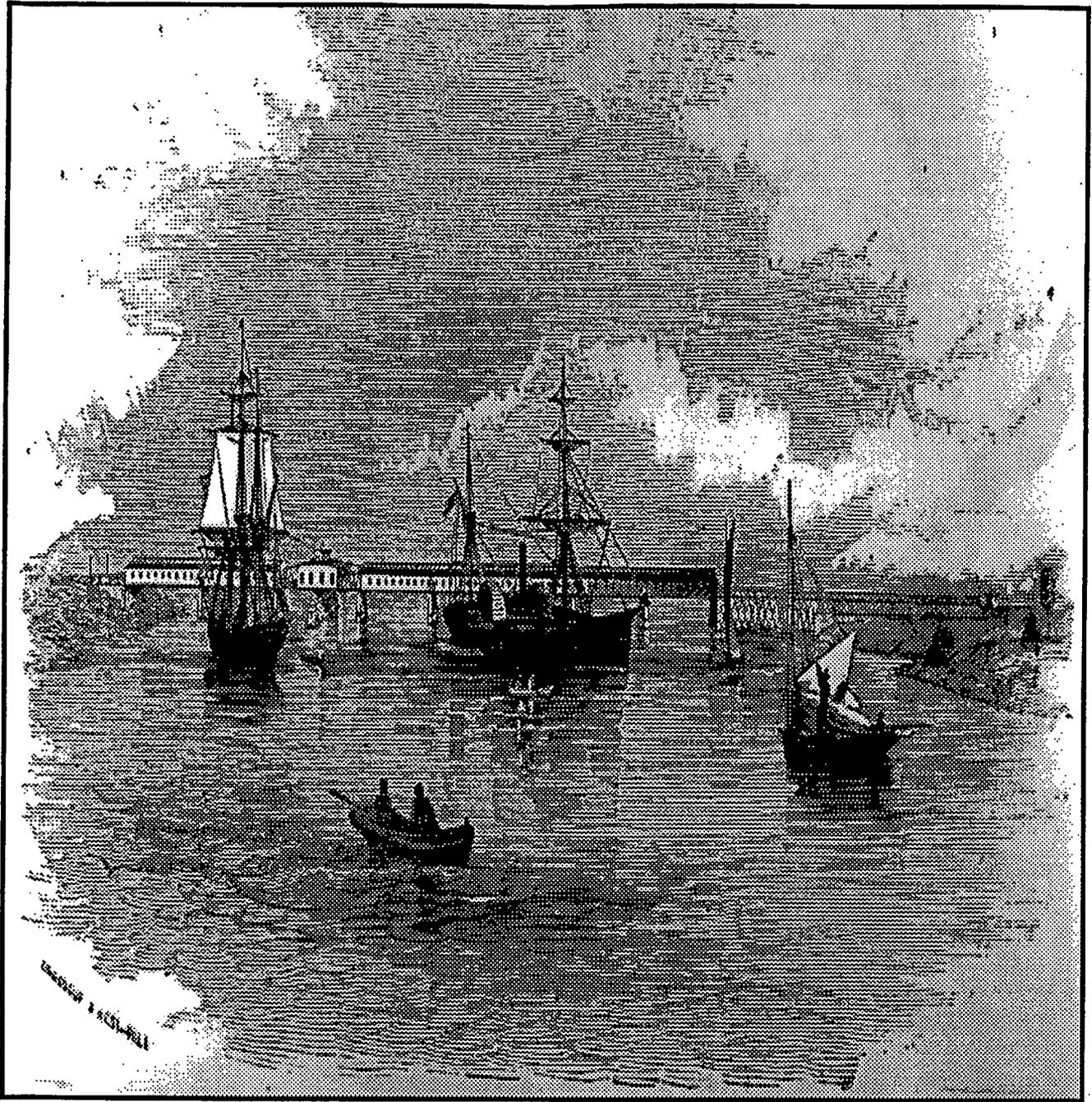
97 MAY 28 PM 3:03
BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)
DEPARTMENT
MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions? Call the Board Clerk @ 248-3277



Bridge Across the Willamette. Between Columbia Street, Portland, and Asylum Street, East Portland. Now in Course of Construction

Multnomah County

DISTRICT ATTORNEY'S OFFICE

June 3, 1997 - 1:30 p.m.

**Budget
1997-98**

Packet #7 - Presentation

AGENDA

- 1. Overview Michael D. Schrunk
- 2. Measure 47 Reductions Michael D. Schrunk
- 3. 1997-98 Budget Overview Tom Simpson
- 4. Grants Michael D. Schrunk
- 5. Issues Michael D. Schrunk
- 6. CBAC Report Dick Wegner, CBAC Chair
- 7. Discussion BCC

Budget Trends					
	1995-96	1996-97	1996-97	1997-98	
	<u>Actual</u>	<u>Current Estimate</u>	<u>Adopted Budget</u>	<u>Adopted Budget</u>	<u>Difference</u>
Staffing FTE	182.72	201.33	202.33	197.58	(4.75)
Personal Services	\$10,168,300	\$11,157,916	\$10,715,410	\$11,351,503	\$636,094
Contractual Services	740,010	814,421	945,789	816,371	(129,418)
Materials & Supplies	1,438,685	2,909,482	2,725,024	2,436,228	(288,795)
Capital Outlay	230,329	49,239	19,439	48,700	29,261
Total Costs	\$12,577,324	\$14,931,058	\$14,405,662	\$14,652,803	\$247,141
External Revenues	\$3,632,270	\$4,730,510	\$4,004,125	\$3,622,950	(\$381,175)
General Fund Support	\$8,945,054	\$10,200,548	\$10,119,993	\$11,029,853	\$909,860

Measure 47 Impacts:

- Felony Trial Reductions <\$286,000>
- Victim's Assistance Program <\$45,000>
- Civil Commitment/Mental Hearings <\$55,000>
- District Court Support <\$35,000>
- City Funded Neighborhood DA <\$50,000>

Issues:

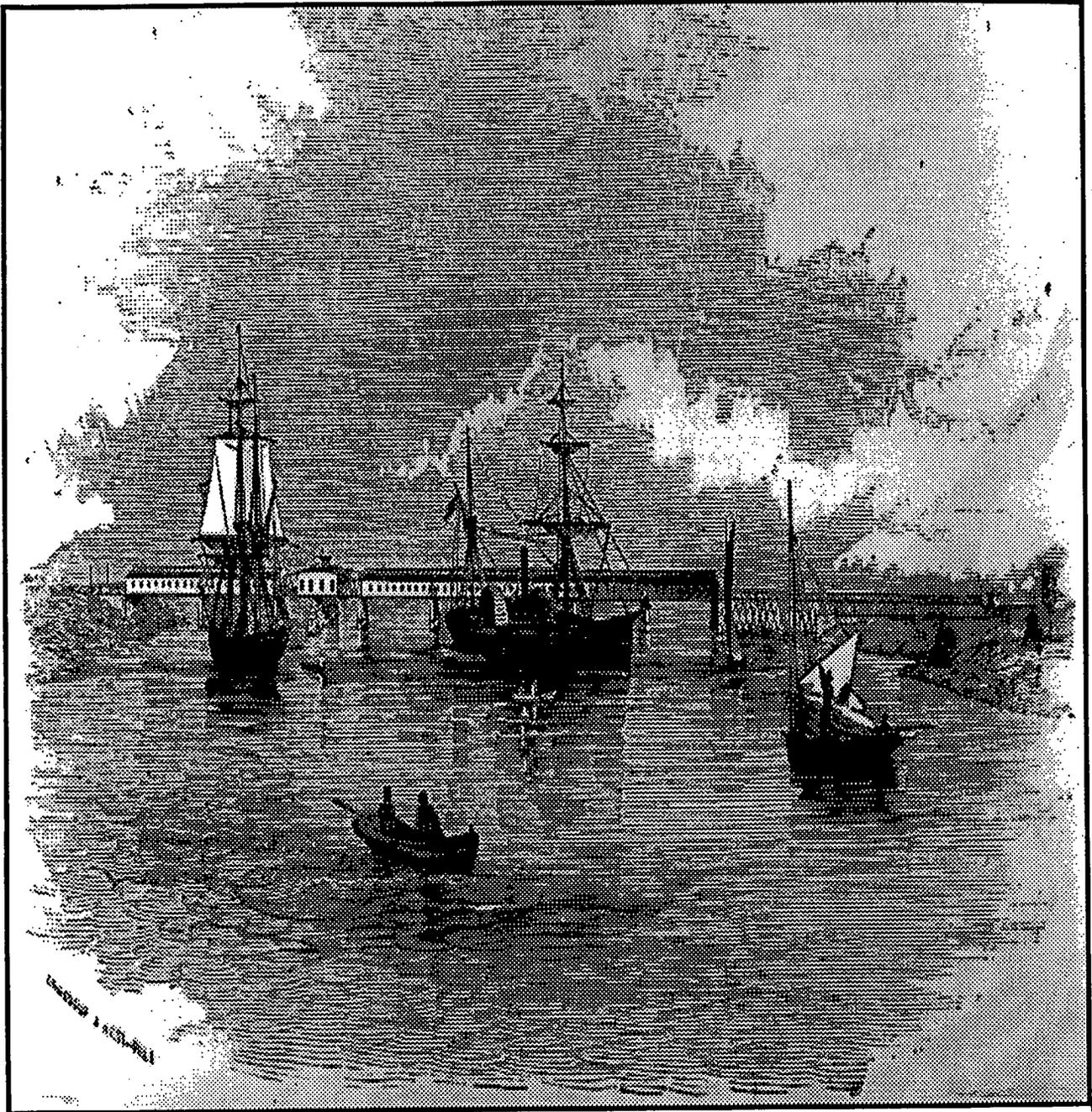
- JC2
- Community Courts
- Transfer of Medical Examiner



*District Attorney
Michael D. Schrunk*

1997-98 Budget Worksession

**June 2, 1997
1:30 - 2:30**



Bridge Across the Willamette. Between Columbia Street, Portland, and Asylum Street, East Portland. Now in Course of Construction

Multnomah County

DISTRICT ATTORNEY'S OFFICE

June 12, 1997

Budget
1997-98

Packet #15 - Follow up Information



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET & QUALITY
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners
FROM: Karyne Dargan, Budget Office
DATE: June 12, 1997
SUBJECT: District Attorney's Response to BCC Budget Work Session Questions

Attached please find the District Attorney's response to questions 48 and 49 from the Board's Budget Work Session of May 13, 1997.

47. ***Propose a protocol to guarantee a way to minimize independence of the Medical Examiner if it is transferred to the DA.***

48. ***Provide a copy of the Termination of Parental Rights agreement with the State.***



MICHAEL D. SCHRUNK, District Attorney for Multnomah County

600 County Courthouse • Portland, Oregon 97204 • (503) 248-3162 • FAX (503) 248-3643

June 11, 1997

Chair Beverly Stein,
1120 SW Fifth, Room 1515
Portland, Oregon 97204

Dear Chair Stein,

In the District Attorney's budget work session on June 3, concern was expressed over having the Medical Examiner within the District Attorney's Office. We have chosen to reply to this concern jointly.

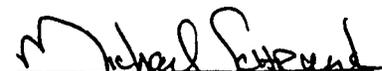
Before the issue of the relationship is addressed one needs to understand how the County Medical Examiner and the State Medical Examiner are related. The State Medical Examiner is an independent state official which is budgetarily housed within the State Police. The State Medical Examiner is also the Multnomah County Medical Examiner. The State of Oregon pays for four forensic pathologists, an administrative assistant and two medical transcriptionists.

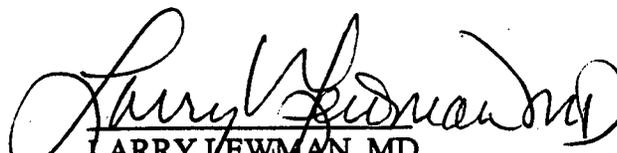
The County Medical Examiner is made up of five deputy medical examiners, two full time and one part time pathologist assistants, a senior office assistant, a weekend office assistant, and a manager who also works as a deputy medical examiner. The deputy medical examiners are the eyes and ears of the State forensic pathologists taking direction from them daily.

Our primary goal in showing the medical examiner in the District Attorney's Office budget is to retain the independence of the two offices. This will be accomplished by having the Medical Examiner take on a "dotted line" relationship to the District Attorney's Office. This means the County Medical Examiner's Office will continue to report to and take direction from the State Medical Examiner. Furthermore, they will continue to process their own payroll, accounts payable and other administrative functions. The District Attorney's Office will provide administrative and managerial assistance when necessary. It is understood that in no way would there be a substantive review of any finding by a medical examiner.

If disputes arise between the two offices, it is our intent that we will first try to resolve them by having the Medical Examiner and the District Attorney meet to resolve the problem. If we are unable to resolve the conflict in this manner, we will bring the matter forward and discuss it with the County Chair.

Very Truly Yours,


MICHAEL D. SCHRUNK
District Attorney


LARRY LEWMAN, MD
State Medical Examiner

C: County Budget Office



MICHAEL D. SCHRUNK, District Attorney for Multnomah County
600 County Courthouse • Portland, Oregon 97204 • (503) 248-3162 • FAX (503) 248-3643

May 15, 1997

Kelly Shannon
State Office for Services to Children and Families
500 Summer Street
Salem, Oregon, 97310

Dear Mr. Shannon, *Kelly,*

This letter is to follow up our meeting which took place on Thursday, May 15 in my office regarding the funding of the Termination of Parental Rights work which we perform for SOSCF.

As we agreed, SOSCF will fund Multnomah County's TPR activities in the following fashion for the 1997-99 State Biennium:

	<u>1997-98</u>	<u>1998-99</u>	<u>Total</u>
Personnel	460,416	488,041	
Personnel Per Month	38,368	40,670	
Staffing	6.10	6.10	
Witness Fees	16,000	16,000	
Total	476,416	504,041	980,457

This number is slightly higher from our discussion because the number used in our meeting did not include witness fees. Once the State budget is finalized, you agreed to revisit this funding level and perhaps increase it to accommodate 7.60 FTE which would amount to \$1,203,304 for the Biennium.

I appreciate the opportunity to work with you to reach a mutually agreeable funding level. If you have any further questions, please do not hesitate to call.

Very Truly Yours,

Michael D. Schrunk
MICHAEL D. SCHRUNK
District Attorney

C: Helen Smith

STATE OF OREGON INTER-GOVERNMENTAL AGREEMENT

CSD Agreement Number: 3-0756

Date: August 1, 1995

This agreement is between the State of Oregon, acting by and through its Department of Human Resources, Children's Services Division, or its successor agency, hereinafter referred to as the "Department" and Multnomah County District Attorney's Office hereinafter referred to as the "Agency or Contractor". The Department's supervising representative for this agreement is Kelly Shannon.

Effective Date and Duration: This agreement shall become effective on July 1, 1995 (or on the date at which every party has signed this agreement, and when required, the Department of Administrative Services and the Department of Justice have approved this agreement, whichever date is later). This agreement shall expire, unless otherwise terminated or extended, on June 30, 1997. However, such expiration shall not extinguish or prejudice Department's right to enforce this contract with respect to (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.

Statement of Work: The statement of services to be performed and agreement provisions are contained in the following which are attached hereto and are by this reference, made a part of this agreement:

Document	Pages
SCHEDULE	4
GENERAL PROVISIONS	5
EXHIBIT I	1

Consideration: Department agrees to pay County an amount not to exceed \$860,080.00 for accomplishment of the work, including any allowable expenses. Interim payments shall be made to County as outlined in the agreement document entitled SCHEDULE.

Amendments: The terms of this agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties, including, when required, the Department of Administrative Services and the Department of Justice.

CONTRACTOR DATA AND CERTIFICATION	
NAME: (tax filing): <u>Multnomah County</u>	
ADDRESS: <u>1120 SW 5th, Suite 1430, Portland, OR 97204</u>	
93-6002309	Phone #: <u>248-3162</u>
Social Security # or Federal Tax ID. # _____	

I, the undersigned, agree to perform work outlined in this agreement in accordance with the terms and conditions and the attachments referenced herein; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws described under ORS 305.380 (4); and hereby certify my business is a corporation registered under ORS Chapter 701 to provide labor or services for which such registration is required or I am an independent contractor as defined in ORS 670.600.

Approved by the County:

By: Beverly Stein Title: County Chair Date: 8/31/95

Approved by Children's Services Division, Department of Human Resources:

By: _____ Date: _____

Reviewed by Contracts Officer: Eva Kinnister Date: 08-01-95

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # R-5 DATE 8/31/95

Sandra Duffy
Sandra Duffy, Deputy
8/23/95

DER BOGSTAD
BOARD CLERK

SCHEDULE**CONTRACTOR:** Multnomah County District Attorney's Office**Date:** August 1, 1995**SECTION A RECITALS**

1. The office of District Attorney of Multnomah County and the Department wish to cooperate for the purpose of providing legal consultation and processing, filing, and litigating cases in Multnomah County Juvenile court pursuant to relevant state law for the purpose of terminating parental rights to children who have been neglected, abused, or abandoned or for whom otherwise under Oregon law, termination of parental rights is appropriate.
2. The parties wish also to cooperate in providing legal consultation and training to the employees of the Department for the purpose of appropriately processing and preparing parental termination cases for trial.
3. The parties wish to minimize the amount of time necessary to prepare and process parental termination cases for trial.

SECTION B SERVICES TO BE PERFORMED

1. The Contractor shall provide the services of 3.0 full-time equivalent (FTE) Deputy District Attorneys ; 1.5 FTE Legal Investigator; 1.5 FTE Secretary, and 10% of the Senior Deputy District Attorney to provide legal consultation and to prepare and present termination of parental rights cases.
2. The Contractor shall limit the scope of legal services to termination of parental rights and permanent planning issues.
3. The Contractor agrees to accept for litigation only written referrals for termination of parental rights cases that have been reviewed and approved for referral by the respective branch manager or supervisor designee. A referral for litigation of any case other than a termination of parental rights case is a program exception and will not be accepted without the approval of the Department Central Office Permanent Planning consultant.
4. The Contractor agrees to provide a timely response to Department Legal Assistance referrals. Within 30 calendar days of receiving an approved referral the assigned attorney will either file a petition for termination of parental rights or notify the department manager in writing of the reason the petition can not be filed within the established time limit.
5. The Contractor agrees to provide timely reports to the department reflecting the current status of each referral accepted for litigation upon request.
6. The Contractor agrees to submit to the department for each child served, 3 certified copies of each termination order (2 copies to Department Adoption Services, 2nd Floor, 500 Summer Street, N.E., Salem, Oregon, 97310-1017; 1 copy to the respective Multnomah branch office.)
7. The Contractor will participate with the Department in regular reviews of the operation of the Legal Assistance Program and take corrective actions if needed to fulfill the purpose of this contract. Key staff involved in the administration of the contract will confer as outlined in the attached Exhibit I, which by this reference is made a part of this contract.

SECTION C CONSIDERATION

1. As consideration for the services provided by the Contractor during the period beginning July 1, 1995 and ending June 30, 1997, payment shall be subject to the provisions of ORS 293.462 (payment of overdue account charges) the Department will pay to the Contractor, by check(s), an amount not to exceed \$860,080.00, to be paid as follows:
 - a. During the period beginning July 1, 1995 and ending June 30, 1996, an amount not to exceed \$407,880.00 paid at the rate of \$33,990.00 per month for a maximum of 12 months for staff services.
 - b. During the period beginning July 1, 1996 and ending June 30, 1997, an amount not to exceed \$424,200.00 paid at the rate of \$35,350.00 per month for a maximum of 12 months for staff services.
 - c. An amount not to exceed \$14,000.00 as reimbursement of actual expert witness fees.
2. **Billing** The Contractor shall bill the Department monthly for services provided, by the 10th of the month following the month of service. The Contractor shall bill on CSD Form 294A. When reimbursement of expert witness fees are billed, a copy of the expert's invoice shall be attached. Billings shall be sent to Children's Services Division, Human Resource Building, Adoption Programs, 2nd Floor, 500 Summer Street, N.E., Salem, Oregon, 97310-1017.

SECTION D PROVISIONS SPECIFIC TO THIS CONTRACT

1. **PROGRAM:**
 - a. The Department agrees to provide the Contractor's office with a list of the permanent planning staff who are authorized to request services under the provisions of this contract.
 - b. The Department agrees to review with the Deputy District Attorney all potential termination cases and jointly agree that the case is ready for litigation prior to submitting a Legal Assistance referral.
 - c. The Department agrees to submit a written referral within 30 calendar days of the mutual agreement that the case will be referred or notify the Deputy District Attorney in writing of the reason the referral can not be submitted within the established time frame.

The Department agrees to refer cases for litigation of termination of parental rights following the Department's approved format for referrals that has been approved in writing by the Department manager or designee. One copy of referral will be sent to the Senior Deputy District Attorney. The original will be sent to Permanent Planning and adoption Services, CSD Central Office.
 - e. The Department agrees to limit referrals for litigation under this contract to termination of Parental rights cases unless an exception is approved in writing by the Department's Central Office Permanent Planning Consultant.
 - f. **Annual Contract Extension:** It is the intention of the parties to renew this contract annually subject to funds authorized and available for the services, and the need for the services as determined by the Department. Renewal of the contract shall be in writing and shall be effective only when it has been duly signed and approved as required by the Contractor and the Department.

Schedule - Page 3

- g. Contractor-Client Relationship: The Contractor will establish a system through which a child and the child's parents or guardian may present grievances about the operation of the Contractor's service program. At the time arrangements are made for the Contractor's services, the Contractor will advise the child and parents or guardian of this provision. The Contractor shall notify the Department of all unresolved grievances.
- h. Services to Culturally Diverse Children and Families: Providing equal access to and maximum benefit from services for children and youth who are members of culturally diverse groups is a priority for the Department.

The Contractor shall be responsible for developing a plan to identify the steps to be taken toward becoming more culturally competent in order to more effectively serve culturally diverse youth. The plan must be received by the Department no later than December 31 of each even numbered year. During the regularly scheduled review of the Contractor's program, the Department shall review information regarding efforts to deliver services which benefit culturally diverse children and youth.

- i. Program Records, Controls, Reports and Monitoring Procedures: The Contractor agrees to maintain program records including statistical records, and to provide program records to the Department at times and in the form prescribed by the Department. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this contract. The Contractor also agrees that a program and facilities review (including meetings with consumers, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by the Department.
- j. Worker's Compensation: The Contractor, its subcontractors, if any and all employers providing work, labor or materials under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for all their workers who work at a single location within Oregon for more than 30 days in a calendar year.
- k. Indemnification and Insurance: Notwithstanding the Hold Harmless Provision in the General Provisions of this contract, the Contractor and the Department shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this agreement.

Both the Department and the Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Contractor may satisfy these requirements in any manner allowed by ORS 30.282. The Department shall satisfy this requirement through the Insurance Fund established under ORS 278.425. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the Contractor's insurance policy referred to in this paragraph, the Contractor shall immediately notify the Department verbally and in writing.

Schedule - Page 4

As evidence of the insurance coverage required by this contract, and prior to the execution of this contract, the Contractor shall furnish a certificate of insurance to Children's Services Division, ATTN: Contracts Manager, CSD, 4th Floor, HRB, 500 Summer Street NE, Salem, OR 97310. The certificate form to be completed by the Contractor's insurer will be maintained in the Department's file of this contract.

There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without 30 days prior notice to the Department.

1. No Third Party Beneficiaries:

Department and County are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

2. PAYMENT

- a. It is agreed that the amount to be paid under this contract may be changed by the Department as the result of Legislative action. The Department shall provide the Contractor written notice of any such change in payment.
- b. Payment will be made by the Department to the Contractor, on or before the 1st of the month following the month in which services are provided, subject to receipt of the billing described in Billing, Section C.2. above.
- c. Fiscal Responsibility, Records, Controls, Reports and Monitoring Procedures:
The Contractor agrees to maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect costs and funds expended in the performance of this contract, and all revenue received for programs under this contract. The Contractor agrees to collect financial statistics on a regular basis and to make financial reports at times and in the form prescribed by the Department.

GOV.

GENERAL PROVISIONS

1. Government Employment Status - If payments under this contract are to be charged against federal funds, the Contractor certifies that it is not currently employed by the federal government.
2. Payments under this Contract: Contractor will be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor will not be eligible for any benefits from these contract payments of Federal Social Security, unemployment insurance, or workers' compensation, except as a self-employed individual.
3. Compliance with Applicable Law, Licensing and Program Standards - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including those in the ADDENDUM TO GENERAL PROVISIONS which is attached hereto and by this reference made a part hereof. Contractor agrees that the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555 shall apply to and govern the performance of this contract. Contractor shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate required to perform the services described in this contract, and shall comply with any other standards or criteria described in this contract.
4. Safeguarding of Client Information - The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to such services is prohibited except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian or attorney.
5. Equal Rights - The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), including Title II of that Act, ORS 659.425, and all regulation and administrative rules established pursuant to those laws.
6. Access to Records - The Department, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. The Contractor agrees to include this provision in any subcontracts which may be authorized.
7. Retention of Records - The Contractor agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
8. Subcontracting - Unless subcontracting is authorized elsewhere in the contract, the Contractor shall not enter into any subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the Department, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of residential care and related services under this contract but necessary for the performance of such work (e.g. facilities maintenance). Approval by the Department of a subcontract shall not result in any obligations to the Department in addition to the agreed rates of payment and total consideration. Any subcontracts which the Department may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.

9. Force Majeure - Neither the Department nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond respectively, the Department's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

10. Termination

a. This contract may be terminated by mutual consent of both parties, or by the Department upon 30 days' written notice to Contractor, delivered personally or by certified mail.

b. The Department may also terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Department, under any of the following conditions:

1) If Department funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this contract. The contract may be modified to accommodate the change in available funds.

2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible 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 Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.

Termination under (this) paragraph a. and b. shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.

c. Contractor's timely and accurate performance in accordance with the requirements and delivery schedule set forth in this contract is of the essence of this contract. The Department, by written notice to the Contractor, may immediately terminate the whole or any part of this contract under any of the following conditions:

1) If the Contractor fails to provide services called for by this contract within the time specified or any extension thereof.

2) If the Contractor fails to perform any of the other requirements of this contract or so fails to pursue the work so as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the Department specifying such failure, the Contractor fails to correct such failure within 15 calendar days or such other period as the Department may authorize.

If the contract is terminated under this paragraph, the Department's obligations shall be limited to payment for services provided in accordance with the contract prior to the date of termination, less any damages suffered by the Department. The rights and remedies of the Department in this section related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to many other rights and remedies provided to the Department by law or under this contract.

11. Enforcement of Contract - The passage of the contract expiration date shall not extinguish or prejudice the Department's right to enforce this contract with respect to any default or defect in performance that has not been cured.

12. Waiver of Default - The failure of the Department to enforce any provision of this contract shall not constitute a waiver by the Department of that or any other provision.

13. Severability - The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

14. Dual Payment - Contractor shall not be compensated for work performed under this contract by any other agency of the State of Oregon.

15. Fees Prohibited - The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this contract, unless the fees have been approved in advance by the Department.

16. State Tort Claims Act - Contractor is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.

17. Hold Harmless Provision - Contractor shall defend, save, hold harmless, and indemnify the State of Oregon, the Department of Human Resources, the Department and their officers, agents and employees from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents or employees under this contract, including failure of contractor to comply with the nondiscrimination requirements of section 5.
18. Assignment of Contract - Successors in Interest - The Contractor shall not assign or transfer its interest in this contract without prior written approval of the Department which shall be attached to the original contract. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment or transfer of interest shall be deemed to create any obligation of the Department in addition to the agreed rates of payment and total contract consideration. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
19. Funds Available and Authorized - The Department certifies that at the time the contract is written that sufficient funds are authorized and available for expenditure to finance costs of this contract within the Department's current appropriation or limitation.
20. Recovery of Overpayments - If billings under this contract, or under any other contract between the Contractor and the Department, result in payments to the Contractor to which the Contractor is not entitled, the Department, after giving written notification to the Contractor, may withhold from payments due to the Contractor such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.
21. Other Agency Approvals - If the amount of this contract, including all amendments thereto, exceeds \$25,000, approval for legal sufficiency by the Attorney General is required. If this contract provides for the provision of professional service to the benefit of the Department and is not exclusively for the benefit of Department clients or other third party entities, approval by the Executive Department is required. All such approvals, when required, shall be obtained before any work may begin under this contract.
22. Controlling State Law - The provisions of this contract shall be construed and enforced in accordance with the provisions of the laws of the State of Oregon. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the State of Oregon.
23. Ownership of Work Product - All work products of the Contractor which result from this contract are the exclusive property of the Department.
24. Equal Employment Opportunity - If this contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). OMB Circular A - 102, ¶ 14.c.
25. Clean Air, Clean Water, EPA Regulations - If this contract, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Department and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). All subcontracts, including amendments, which exceed \$100,000 shall include this language. OMB Circular A-102, ¶ 14.i.
26. Energy Efficiency - Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163). OMB Circular A-102, ¶ 14.j.

27. Truth in Lobbying - The Contractor certifies, to the best of the Contractor's 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 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 any such officer, employee or member in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. The undersigned is solely responsible for all liability arising from a failure by the undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Department for any damages suffered by the Department as a result of the undersigned's failure to comply with the terms of this certification.

This certification is a material representation of facts upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract 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.

28. Merger Clause - THIS CONTRACT WHICH INCLUDES ALL ATTACHED OR REFERENCED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES AND WHEN REQUIRED THE EXECUTIVE DEPARTMENT AND DEPARTMENT OF JUSTICE. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ADDENDUM TO GENERAL PROVISIONS

CONTRACTOR AGREES TO BE IN COMPLIANCE WITH APPLICABLE LAW:

279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

279.314 Condition concerning payment of claims by public officers. (1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

- (2) The payment of a claim in the manner authorized in the section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

279.316 Condition concerning hours of labor. (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

- (2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

279.320 Condition concerning payment for medical care and providing workers' compensation. (1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

- (2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

RECYCLING

As required by ORS 279.555, in the performance of this contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

EXHIBIT I

The key staff involved in the Contract administration will confer as follows:

1. The Deputy District Attorneys providing services under this contract will meet monthly with the 3 branch managers of the Department's Multnomah offices with Permanent Planning Units and other invited Department staff to review and plan the day-to-day operation of the program;
2. The Chief Deputy District Attorney of the Family Justice Division will meet quarterly with the branch managers of the Department Multnomah offices with Permanent Planning Units and the manager of the Department's Permanent Planning and Adoption Services Section to review the general operation of the legal assistance program in Multnomah County, to make plans for future activities and to develop solutions to problems needing corrective action;
3. The Chief Deputy District Attorney of the Family Justice Division, the 3 managers of the Department's Multnomah offices with Permanent Planning Units, and the manager of the Department's Permanent planning and Adoption Services Section will meet annually to conduct a review of this contract and the Legal Assistance Program in Multnomah County.