

MINUTES  
MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
AUGUST 1, 1991 MEETING

Chair Gladys McCoy convened the meeting at 9:35 a.m., with Vice-Chair Rick Bauman, Commissioners Sharron Kelley and Gary Hansen present and Commissioner Pauline Anderson excused.

- C-1 In the Matter of the Appointments of Stewart Ankrom, Rebecca Marshall Chao, Ernie Grigsby, Wally Hobson, Ron Kawamoto, Bob Stutte and Donn Sullivan to the Multnomah County Facilities and Land Holdings Task Force
- C-2 Ratification of an Intergovernmental Agreement Between the City of Portland and Multnomah County for Operation and Funding of the Area Agency on Aging, from July 1, 1991 through June 30, 1992
- C-3 Ratification of an Intergovernmental Agreement Between Multnomah County and the City of Portland to Provide Computer Time, Equipment and Maintenance for the Aging Services Division, from July 1, 1991 through December 31, 1991

UPON MOTION of Commissioner Kelley, seconded by Commissioner Hansen, the Consent Calendar (C-1 through C-3) was UNANIMOUSLY APPROVED.

- R-1 Ratification of an Intergovernmental Agreement Between Multnomah County and the Housing Authority of Portland to Provide Packaged In-Home Services for Certain Frail and Elderly Residents of Hollywood East, from August 1, 1991 through June 30, 1992

Commissioner Bauman moved and Commissioner Kelley seconded, for approval of R-1.

Bill Grossie, Program Developer with Aging Services Division, described the proposed pilot project.

R-1 was UNANIMOUSLY APPROVED.

- R-2 Ratification of an Intergovernmental Agreement Between Multnomah County and the State of Oregon, Department of Insurance and Finance Providing Wage Subsidy/Cost Containment Reimbursement of a Preferred Worker Employed as an Engineer Technician Aide

Commissioner Kelley moved and Commissioner Hansen seconded, for approval of R-2.

Jean Miley, Risk Manager, explained the terms of this reimbursement agreement and advised future agreements of this type will be placed on Consent Calendar. Ms. Miley commended the Department of Environmental Services for its continuing efforts to place injured employees.

There being no further business, the meeting was adjourned  
at 9:40 a.m.

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

By Deborah Crothers

ANNOTATED MINUTES

Thursday, August 1, 1991 - 9:00 AM  
Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

1. Pursuant to ORS 192.660 (1)(d), the Multnomah County Board of Commissioners will Meet in Executive Session to Discuss Labor Negotiations

STAFF DIRECTED TO RESEARCH CERTAIN DATA AND  
RETURN TO BOARD ON THURSDAY, AUGUST 15, 1991.

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Thursday, August 1, 1991 - 9:30 AM  
Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 In the Matter of the Appointments of Stewart Ankrom, Rebecca Marshall Chao, Ernie Grigsby, Wally Hobson, Ron Kawamoto, Bob Stutte and Donn Sullivan to the Multnomah County Facilities and Land Holdings Task Force

APPROVED.

DEPARTMENT OF HUMAN SERVICES

- C-2 Ratification of an Intergovernmental Agreement Between the City of Portland and Multnomah County for Operation and Funding of the Area Agency on Aging, from July 1, 1991 through June 30, 1992

APPROVED.

- C-3 Ratification of an Intergovernmental Agreement Between Multnomah County and the City of Portland to Provide Computer Time, Equipment and Maintenance for the Aging Services Division, from July 1, 1991 through December 31, 1991

APPROVED.

REGULAR AGENDA

DEPARTMENT OF HUMAN SERVICES

- R-1 Ratification of an Intergovernmental Agreement Between Multnomah County and the Housing Authority of Portland to Provide Packaged In-Home Services for Certain Frail and Elderly Residents of Hollywood East, from August 1, 1991 through June 30, 1992

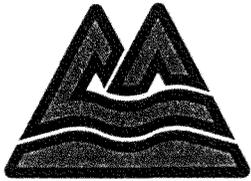
APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-2      Ratification of an Intergovernmental Agreement Between  
Multnomah County and the State of Oregon, Department of  
Insurance and Finance Providing Wage Subsidy/Cost  
Containment Reimbursement of a Preferred Worker Employed as  
an Engineer Technician Aide

STAFF ADVISED FUTURE AGREEMENTS OF THIS TYPE  
WILL BE PLACED ON CONSENT CALENDAR. APPROVED.

0162C/1-2/dr



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 606, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308  
PAULINE ANDERSON • DISTRICT 1 • 248-5220  
GARY HANSEN • DISTRICT 2 • 248-5219  
RICK BAUMAN • DISTRICT 3 • 248-5217  
SHARRON KELLEY • DISTRICT 4 • 248-5213  
CLERK'S OFFICE • 248-3277

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FOR THE WEEK OF

JULY 29 - AUGUST 2, 1991

- Tuesday, July 30, 1991 - MEETING CANCELLED. . . . . .
- Thursday, August 1, 1991 - 9:00 AM - Executive Session. . .Page 2
- Thursday, August 1, 1991 - 9:30 AM - Regular Meeting. . . .Page 2

Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:

- Thursday, 10:00 PM, Channel 11 for East and West side subscribers
- Friday, 6:00 PM, Channel 27 for Paragon Cable (Multnomah East) subscribers
- Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

Thursday, August 1, 1991 - 9:00 AM

Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

1. Pursuant to ORS 192.660 (1)(d), the Multnomah County Board of Commissioners will Meet in Executive Session to Discuss Labor Negotiations
- 

Thursday, August 1, 1991 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 In the Matter of the Appointments of Stewart Ankrom, Rebecca Marshall Chao, Ernie Grigsby, Wally Hobson, Ron Kawamoto, Bob Stutte and Donn Sullivan to the Multnomah County Facilities and Land Holdings Task Force

DEPARTMENT OF HUMAN SERVICES

- C-2 Ratification of an Intergovernmental Agreement Between the City of Portland and Multnomah County for Operation and Funding of the Area Agency on Aging, from July 1, 1991 through June 30, 1992
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DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 Ratification of an Intergovernmental Agreement Between Multnomah County and the State of Oregon, Department of Insurance and Finance Providing Wage Subsidy/Cost Containment Reimbursement of a Preferred Worker Employed as an Engineer Technician Aide

RICK BAUMAN  
Multnomah County Commissioner  
District 3



606 County Courthouse  
Portland, Oregon 97204  
(503) 248-5217

APRIL 12, 1991

TO: Board of Commissioners  
Clerk of the Board

FROM: Rick Bauman

RE: Absence from Office

I will be out of the office for the majority of the month of July. Beginning Tuesday, July 2nd I will be absent from board meetings. I will return in time for the meeting of July 30th.

BOARD OF  
COUNTY COMMISSIONERS  
1991 APR 15 PM 2:57  
MULTNOMAH COUNTY  
OREGON

PAULINE ANDERSON  
Multnomah County Commissioner  
District 1



605 County Courthouse  
Portland, Oregon 97204  
(503) 248-5220

March 21, 1991

To: Office of the Clerk  
Board of County Commissioners

I will be out of town May 20-24.

In addition, I will be away from my office July 8  
through August 2.

BOARD OF  
COUNTY COMMISSIONERS  
1991 MAR 21 PM 2:33  
MULTNOMAH COUNTY  
OREGON

Meeting Date: AUG 0 1 1991

Agenda No.: C-1

(Above space for Clerk's Office Use)

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AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Appts. to Facilities & Land Holdings Task Force

AGENDA REVIEW/  
BOARD BRIEFING \_\_\_\_\_ REGULAR MEETING Aug. 1, 1991

DEPARTMENT Nondepartmental DIVISION Chair's Office

CONTACT Delma Farrell TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Chair McCoy

ACTION REQUESTED:

\_\_\_\_ INFORMATIONAL ONLY    \_\_\_\_ POLICY DIRECTION    XX APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION: \_\_\_\_\_

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

Appointments of Rebecca Marshall Chao, Stewart Ankrom, Ernie Grigsby, Wally Hobson, Ron Kawamoto, Donn Sullivan and Bob Stutte to the Facilities and Land Holdings Task Force

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Madep McCoy*

or

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1991 JUL 24 AM 11:46

(All accompanying documents must have required signatures)

Rebecca Marshall Chao, President  
Regional Financial Advisors, Inc.  
5545 S.W. Sweetbriar  
Portland, OR 97221  
Financial Expertise

Stewart Ankrom  
Ankrom Moisan Associated Architects  
6720 S.W. Macadam  
Portland, OR 97219  
Architect

Ernie Grigsby  
Zimmer Gunsul Frasca  
320 S.W. Oak, Suite 500  
Portland, OR 97204  
Architect

Wally Hobson  
Robert Charles Lesser & Company  
101 S.W. Main, Suite 1500  
Portland, OR 97204  
Appraisal Expertise

Ron Kawamoto  
Norris Beggs & Simpson  
121 S.W. Morrison  
Portland, OR 97204  
Broker

Donn Sullivan  
Bullier & Bullier  
707 S.W. Washington  
Portland, OR 97205  
Broker

Bob Stutte  
Norris & Stevens  
610 S.W. Boardway, Suite 200  
Portland, OR 97205  
Broker



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102712

Amendment # —

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (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 Revenue/Expenditure  C-2 August 1, 1991

Contact Person Jim McConnell (Cilla Murray) Phone 248-3646 Date July 17, 1991

Department Human Services Division Aging Services Bldg/Room B161/3rd Floor

Description of Contract Twelve Month City/County Agreement for operation and funding of the Area Agency on Aging. States City/County intention to jointly fund ASD and FMOA, to fund long term care ombudsman program, and to support specialized urban and human services for the elderly. Designates County share of funding for operations of FMOA. Designates Parks Bureau to administer City share of ASD funding for its district senior centers.

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

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

Contractor Name City of Portland, Bureau of Parks & Recreation

Mailing Address 1120 SW 5th, Room 5023  
Portland, OR 97204

Phone (503) 796-6972

Employer ID # or SS # 93-6002236

Effective Date July 1, 1991

Termination Date June 30, 1992

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

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

Total Amount of Agreement \$ 317,492 Revenue  
74,822 Expenditure

### Payment Term

- Lump Sum \$ 56,378 from County
- Monthly \$ 1,537 from County
- Other \$ 79,373 Quarterly, City to County
- Requirements contract - Requisition required.
- Requirements Not to Exceed \$ \_\_\_\_\_

### REQUIRED SIGNATURES:

Department Manager Billie Odegaard (H.O.)

Purchasing Director  
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 7-18-91

Date \_\_\_\_\_

Date 7-24-91

Date 8/1/91

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1750		AS02	REV: →		2773	City	\$317,492		
02.	100	050	9395		XA02	6050		1729	CGF	\$ 56,378		
03.	156	010	1715		AS02	6060		1727	Title XIX	\$ 18,444		

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

BOARD OF  
 COUNTY COMMISSIONERS  
 MULTNOMAH COUNTY  
 OREGON  
 1991 AUG 22 PM 1:00

### INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT - Requisition Required** - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.

SECTION VIII. SEPARABILITY

Should any Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to specific Section of portion thereof directly specified in the decision. All other portions of the Agreement as a whole shall continue without interruption for the term hereof.

SECTION IX. TERM OF AGREEMENT

This continuation Agreement shall commence July 1, 1991 and continue until June 30, 1992 or until terminated or replaced. The agreement may be amended by written consent of the parties.

SECTION X. TERMINATION

All or part of this contract may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.

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

Dated this 20<sup>th</sup> day of August, 1991.

CITY OF PORTLAND

COUNTY OF MULTNOMAH

By: J.E. "Bud" Clark  
J.E. "Bud" Clark, Mayor  
City of Portland

By: Gladys McCoy  
Gladys McCoy, Chair  
Multnomah County

By: Bonnie Russell  
City of Portland Auditor

By: Jim McConnell by DMK  
Director,  
Aging Services Division

REVIEWED:

REVIEWED:

By: Ray Anderson  
City of Portland Attorney  
Deputy City Attorney

By: John Loggish  
Multnomah County Counsel

Date: 8/14/91

Date: 7-24-91

Meeting Date: AUG 0 1 1991

Agenda Date: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

Subject: Intergovernmental Agreement Between City of Portland  
and Multnomah County/Aging Services Division  
Regarding Operations of the Area Agency on Aging

BCC Informal: \_\_\_\_\_ BCC Formal: \_\_\_\_\_

Date

Date

DEPARTMENT: Human Services

DIVISION: Aging Services

CONTACT: Jim McConnell/Cilla Murray

TELEPHONE: 248-3646

PERSON(S) MAKING PRESENTATION: Billi Odegaard/Jim McConnell

ACTION REQUESTED:

INFORMATIONAL ONLY

POLICY DIRECTION

APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: XX

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

The Aging Services Division requests approval of the Intergovernmental Agreement between the City of Portland and Multnomah County/Aging Services Division, which assigns responsibility for funding and administering the Area Agency on Aging (Aging Services Division) and Portland/Multnomah Commission on Aging (PMCoA).

The Agreement allocates \$317,492 of City funds for Aging Services Division to support district senior service centers and assigns to the County the responsibility for administering the Area Agency on Aging.

The Agreement also allocates \$56,378 in County Non-Departmental funds for operations of the City-administered PMCoA and \$18,444 Title XIX funds through Aging Services Division for operations of the long term care ombudsman program.

*8/1/91 originals to Cilla Murray*

SIGNATURES:

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

OR

DEPARTMENT MANAGER: Billi Odegaard (H.O.)  
(All accompanying documents must have required signatures)

igabcc/wp  
1/90

BOARD OF  
COUNTY COMMISSIONERS  
1991 JUL 25 AM 10:49  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. 5TH, 3RD FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3646  
TDD: 248-3683

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

## MEMORANDUM

**TO:** Gladys McCoy, County Chair

**VIA:** Billi Odegaard, Interim Director  
Department of Human Services *Billi Odegaard (H.D.)*

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

**DATE:** July 17, 1991

**SUBJECT:** FY 1991-92 Intergovernmental Agreement Between City of Portland and Aging Services Division

Retroactive Status: The intergovernmental agreement with the City of Portland for aging services is retroactive to July 1, 1991. Contract development and processing was delayed pending adoption of City and County Budgets.

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached contract with the City of Portland, for the period July 1, 1991 through June 30, 1992.

Analysis: The City and County are jointly designated by the State as the local Area Agency on Aging. The attached intergovernmental agreement between Multnomah County and City of Portland establishes responsibility for administering the Area Agency on Aging (Aging Services Division) and its advisory committee (Portland Multnomah Commission on Aging (PMCoA)). It includes arrangements for City funds to come to the County for Aging Services Division and County funds to go to the City for PMCoA. The intergovernmental agreement is renewed annually.

The agreement provides for \$317,492 of City funds to come in quarterly payments to the County to support operations of the Aging Services Division's district senior service centers. County Nondepartmental funds of \$56,378 will be paid to the City in a lump sum to support operations of the PMCoA. Aging Services Division has budgeted \$18,444 in Title XIX funds to be paid in monthly payments to the City to support the long term care ombudsman program administered by PMCoA.

The intergovernmental agreement identifies the City Bureau of Parks and Recreation as the City party responsible for administering the agreement. Aging Services Division is the designated County party.

Background: These City and County funds are included in the Adopted County Budget.

igaz



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

MULTNOMAH COUNTY OREGON

Contract # 102712

Amendment # —

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (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 Revenue/Expenditures <div style="text-align: center;"><b>RATIFIED</b></div> <div style="text-align: center;"><b>Multnomah County Board of Commissioners</b></div> <hr/> C-2 August 1, 1991

*JMS*

Contact Person Jim McConnell (Cilla Murray) Phone 248-3646 Date July 17, 1991

Department Human Services Division Aging Services Bldg/Room B161/3rd Floor

Description of Contract Twelve Month City/County Agreement for operation and funding of the Area Agency on Aging. States City/County intention to jointly fund ASD and FMCOA, to fund long term care ombudsman program, and to support specialized urban and human services for the elderly. Designates County share of funding for operations of FMCOA. Designates Parks Bureau to administer City share of ASD funding for its district senior centers.

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

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

Contractor Name City of Portland, Bureau of Parks & Recreation

Mailing Address 1120 SW 5th, Room 502  
Portland, OR 97204

Phone (503) 796-6972

Employer ID # or SS # 93-6002236

Effective Date July 1, 1991

Termination Date June 30, 1992

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

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

Total Amount of Agreement \$ 317,492 Revenue  
74,822 Expenditure

Payment Term

Lump Sum \$56,378 from County to City

Monthly \$ 1,537 from County to City

Other \$79,373 Quarterly, City to County

Requirements contract - Requisition required.

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

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

**REQUIRED SIGNATURES:**

Department Manager Billie Odegaard (H.O.)

Purchasing Director  
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 7-18-91

Date \_\_\_\_\_

Date 7-24-91

Date 8/1/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1750		AS02	REV: →		2773	City	\$317,492	
02.	100	050	9395		XAO2	6050		1729	CGF	\$ 56,378	
03.	156	010	1715		AS02	6060		1727	Title XIX	\$ 18,444	

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING    CANARY - INITIATOR    PINK - CLERK OF THE BOARD    GREEN - FINANCE

INTERGOVERNMENTAL AGREEMENT FOR OPERATION  
OF THE AREA AGENCY ON AGING

SECTION I. INTRODUCTION

This agreement is between the City of Portland, hereinafter called CITY, and Multnomah County, hereinafter called COUNTY. This agreement, subject to execution by all parties, will renew, amend and extend the agreement originally executed on January 1, 1984 from July 1, 1991 through June 30, 1992.

SECTION II. RECITALS

A. WHEREAS, there are over 106,277 persons over the age of 60 in the CITY and the COUNTY; and

B. WHEREAS, CITY and COUNTY recognize the problems of those elderly persons with fixed incomes and frail health, and have demonstrated their support for services to this population; and

C. WHEREAS, pursuant to Section 305 of the Older Americans Act of 1965, as amended, the Senior and Disabled Services Division (hereinafter called the State) has designated the geographic boundaries of Multnomah County including the incorporated areas of the City of Portland, as one planning and service area; and

D. WHEREAS, the parties by concurrent action in 1974, and in keeping with the Intergovernmental Cooperation provisions of ORS Chapter 190, agreed to serve as the Area Agency on Aging (hereinafter called the AAA) to plan, coordinate and conduct a comprehensive social service delivery system for elderly residents within the boundaries of Multnomah County (the State designated service area) for the period beginning July 1, 1974 and continuing until this agreement is terminated or replaced; and

E. WHEREAS, the parties agreed in 1984 that the COUNTY would serve as the administrative unit for the Area Agency on Aging; and

F. WHEREAS, the designation of an administrative unit to assume the responsibilities of the AAA is necessary to receive Federal funds under the Older Americans Act, State funds through Oregon Project Independence, and Federal/State funds under Title XIX of the Social Security Act; and

G. WHEREAS, it is the intention of the CITY and COUNTY to jointly fund both the Portland/Multnomah Commission on Aging (hereinafter called PMCoA) as the citizens advisory group, and the Multnomah County Aging Services Division; and

H. WHEREAS, the CITY and COUNTY are both committed through Aging Policy for Portland and Multnomah County of 1982 to support specialized urban and human services to the elderly;

THEREFORE, CITY and COUNTY agree as follows.

SECTION III: AGREED/CITY AND COUNTY

A. CITY and COUNTY will continue to jointly fund the AAA for the period of this agreement. CITY and COUNTY will continue to jointly fund the PMCoA as the citizen advisory group in equal shares for the period of this agreement. Funding for the AAA and PMCoA will not be reduced as a result of CITY and COUNTY service negotiations.

B. COUNTY will continue to have administrative responsibility for the AAA until this agreement is terminated or replaced.

C. The AAA shall operate as a separate division, called the Aging Services Division of the Department of Human Services.

D. The administrative responsibility for the PMCoA will remain with CITY.

#### SECTION IV: AGREED/COUNTY

A. Pursuant to ORS 190.030(1) COUNTY shall perform within the boundaries of COUNTY, all services to the elderly prescribed by the Annual Plan, as approved under the Older Americans Act, Oregon Project Independence, and Title XIX (Medicaid) SSBG/GA Program. In the event CITY fails to provide its share of local funding based on the mutually approved Annual Plan, COUNTY at its discretion may review and revise its obligation under this Section.

B. COUNTY shall maintain sub-planning and service area districts within COUNTY boundaries and shall maintain advisory committees for each of these designated sub-planning and service area districts. The advisory committees shall have review and comment authority on all funds and services allocated to the respective sub-districts.

C. COUNTY shall provide the following reports and documents to the PMCoA:

- Annual Plan and any modifications thereto;
- Copies of program performance reports.

D. COUNTY shall provide to the CITY's Parks Bureau all billing invoices and any other program reports listed in Section IV.C as requested by the Parks Bureau designee.

E. COUNTY will hold intact the AAA policy of contracting for services and developing and implementing a single entry system.

#### SECTION V: AGREED/CITY

A. Pursuant to ORS 190.030 (1) CITY hereby assigns to COUNTY the responsibility and authority to perform for CITY, services to the elderly within the city boundaries, as prescribed in the Annual Plan and approved by State under the Older Americans Act, Oregon Project Independence, and Title XIX/SSBG/GA program.

B. The PMCoA shall serve as the CITY's liaison with the AAA to receive program reports and documents listed in Section IV.C. CITY's Parks Bureau designee shall serve as the CITY's liaison to receive billing invoices from the COUNTY.

C. CITY shall provide to COUNTY, within 30 days of its request, comments on reports and documents received from COUNTY under the terms of this agreement.

D. The CITY budget allocation for the AAA and the PMCoA shall be administered by the Bureau of Parks and Recreation and shall support in addition to the PMCoA, the operation of the District Senior Service Centers.

#### SECTION VI: COMPENSATION - METHOD OF PAYMENT

A. It is the policy of CITY and COUNTY together to provide the required local funding for the AAA. The provision of funding by CITY and COUNTY shall be determined through approval of respective CITY and COUNTY annual budgets for AAA.

B. Quarterly payments to be paid by CITY in the following schedule for FY 91/92 are:

August 1, 1991	\$79,373
November 1, 1991	79,373
February 1, 1992	79,373
May 1, 1992	<u>79,373</u>
TOTAL	\$317,492

C. COUNTY shall provide to CITY one-half of the required local funding for the PMCoA and shall fund the long term care ombudsman program. These funding amounts are listed in Table A: PMCoA FY 1991-92 Funding.

Table A: PMCoA FY 1991-92 Funding

County Fund Source/ City Program	County General Fund	Title XIX	County Match	Total Funds
Non-Departmental/PMCoA ASD/Ombudsman Program	\$56,378	\$10,144	\$8,300	\$56,378 18,444
Total	\$56,378	\$10,144	\$8,300	\$74,822

D. COUNTY shall pay the amount due for PMCoA for FY 91-92 to CITY in a single payment in the amount of \$56,378, on or before December 31, upon receipt of invoice. Any portion thereof unused during the fiscal year shall be returned to COUNTY.

E. PMCoA has agreed to administer the long term care ombudsman program. AAA has designated \$18,444 of its allocation for this Ombudsman program. These \$18,444 are in addition to the \$56,378 funding in item D for PMCoA. COUNTY shall pay the \$18,444 allocated for this Ombudsman program in monthly payments of \$1,537 upon receipt of invoice on forms provided by COUNTY (see Attachment A).

In the event that PMCoA will not administer the Ombudsman program, funding for the Ombudsman program will return to AAA.

F. COUNTY will waive indirect costs for the Older Americans Act and Oregon Project Independence funds now and in the future. COUNTY will not divert these funds from services to pay indirect costs. COUNTY will charge indirect costs on Title XIX Administrative dollars and any new Federal and State dollars as allowed.

G. COUNTY shall support the AAA policy of allocating funds and services, for non-restricted funding sources, to the designated sub-planning and service area districts through an allocation formula based on the in-need elderly population within COUNTY boundaries.

SECTION VII: PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)

A. Regarding the PMCoA, the CITY and COUNTY agree to the following:

1. The Board of COUNTY Commissioners and the CITY Council agree to maintain a PMCoA.
2. The administrative responsibility for the PMCoA will remain with the CITY.

3. It is the policy of the CITY and COUNTY to provide one-half each of the required local funding based on the mutually approved work plan of the PMCOA.

4. The purpose of the PMCoA shall be to provide leadership to improve the quality of living for aging persons, as well as disabled persons as set forth in ORS 410 (henceforth implied in reference to the elderly).

5. The PMCoA shall carry out the above purposes by:

a. representing the interests of the elderly consumer on all matters relating to the development and administration of the Area Agency on Aging's Annual Plan of Action and the operations conducted thereunder;

b. meeting the basic needs of the elderly and promoting independent and dignified living for them through the processes of evaluating the service system's capacity to meet basic needs and advocating for necessary changes in services;

c. developing and providing ongoing review of goals, objectives and priorities for service delivery to the elderly in Portland/Multnomah County in conjunction with the CITY and COUNTY;

d. providing ongoing advice and guidance on policy decisions and program development, both in the planning and implementation phases, to the Area Agency on Aging, the CITY and COUNTY governments;

e. representing the views of older people in advising the Area Agency on Aging regarding development of a long range plan for a coordinated and comprehensive system of services and the development of an Annual Plan of Action which specifies strategies and activities to make progress toward meeting the goals of the long range plan;

f. representing the views of older people to the general community and providing review and comment to elected officials, decision-makers, agencies and organizations regarding public issues and proposals of interest to older people;

g. serving an advocacy role on behalf of older person through:

- legislative advocacy before any legislative body, related to issues with significant impact on the elderly and aging services;

- education of the general public concerning issues affecting older persons through dissemination of information, including public forums and conferences;

- advocacy for needed programs and services in the public and private sector; and

- coordination of its advocacy activities with other community groups.

h. conducting studies and hearing to identify, categorize, and prioritize the needs of older persons in Portland and Multnomah County;

i. preparing, publishing and disseminating its findings to the COUNTY and the CITY, the Area Agency on Aging and interested persons, groups and entities in the community; and

j. assisting appropriate agencies in identifying and securing grants to help fund programs for older persons.

6. The PMCoA shall be composed of twenty-five (25) members. Members shall serve without compensation, except they may be reimbursed for reasonable expenses incurred in the performance of their duties. Representation shall be as follows:

a. at least fifty-one percent (51%) shall be persons over 60 years of age;

b. low income persons (125% federal poverty maximum) shall be represented at least in proportion to their number in Portland/Multnomah County;

c. racial minority persons shall be represented at least in proportion to their numbers in Portland/Multnomah County; and

d. adult disabled persons, as set forth in ORS 410 shall be represented at least in proportion to their numbers in Portland/Multnomah County;

e. distribution of membership shall encompass all areas of Multnomah County, including rural, as well as urban.

f. In addition, membership distribution shall be as follows:

- one (1) consumer representing each of the eight (8) District Advisory Councils:

- one (1) elected official;

- six (6) members representing retired persons organizations;

- one (1) consumer representing disabled persons;

- nine (9) members-at-large.

g. Appointment of members to the PMCoA shall be made as follows:

The Mayor of the CITY of Portland shall appoint one (1) consumer each representing the North, Downtown, Northwest, and Near Northeast District Advisory Councils; four (4) members representing retired persons' organizations; and four (4) members-at-large.

The Multnomah COUNTY Board Chair shall appoint one (1) consumer each representing the East County, Southwest, Northeast and Southeast District Advisory Councils; two (2) members representing retired persons' organizations; five (5) members-at-large and one consumer representing disabled persons.

The PMCoA shall appoint one (1) elected official.

7. A regular term of appointment shall be for three (3) years, with appointments staggered so that one-third of the membership is appointed each year. Members may serve no more than two (2) consecutive full terms.

8. If the appointing authority has not filled a position within sixty (60) days of receipt of the PMCoA's nominations, the PMCoA shall be empowered to appoint members to fill vacancies.

9. The primary staff shall be selected by the PMCoA, in accordance with the CITY Civil Service process, and shall be directly responsible to the PMCoA.

B. It is agreed by CITY and COUNTY that the purpose, composition, and funding of the PMCoA be maintained.

SECTION VIII. SEPARABILITY

Should any Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to specific Section of portion thereof directly specified in the decision. All other portions of the Agreement as a whole shall continue without interruption for the term hereof.

SECTION IX. TERM OF AGREEMENT

This continuation Agreement shall commence July 1, 1991 and continue until June 30, 1992 or until terminated or replaced. The agreement may be amended by written consent of the parties.

SECTION X. TERMINATION

All or part of this contract may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

CITY OF PORTLAND

COUNTY OF MULTNOMAH

By: \_\_\_\_\_  
J.E. "Bud" Clark, Mayor  
City of Portland

By: Gladys McCoy  
Gladys McCoy, Chair  
Multnomah County

By: \_\_\_\_\_  
City of Portland Auditor

By: Jim McConnell  
Director,  
Aging Services Division

REVIEWED:

REVIEWED:

By: \_\_\_\_\_  
City of Portland Attorney

By: APL  
Multnomah County Counsel

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

Date: 7-24-91

ATTACHMENT A

LONG TERM CARE OMBUDSMAN PROGRAM

INVOICE FOR SERVICES

TO: Aging Services Division  
421 S.W. Fifth Ave., Third Floor  
Portland, Oregon 97204  
Attn: Jeanette Hankins

FROM: Portland/Multnomah Commission on Aging  
1120 S.W. Fifth Ave., Fifth Floor  
Portland, Oregon 97204

---

I hereby request payment for long term care ombudsman program services as follows:

Time Period Covered: \_\_\_\_\_

\_\_\_\_\_ Month(s) x \$1,537.00 rate = Amount Due: \$\_\_\_\_\_.

Make checks payable to: Portland/Multnomah Commission on Aging,  
City of Portland

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

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

6/91 ltco



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

MULTNOMAH COUNTY OREGON

Contract # 102702  
Amendment # —

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (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>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;"><b>RATIFIED</b></p> <p style="text-align: center;"><b>Multnomah County Board of Commissioners</b></p> <p style="text-align: center;">C-3 August 1, 1991</p>
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Contact Person Jan Tucker (Cilla Murray) Phone 248-3646 Date July 17, 1991  
 Department Human Services Division Aging Services Bldg/Room B161/3rd Floor  
 Description of Contract Contract purchases computer services from City, as support for Aging Services Division's client tracking and Contractor payment systems.

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

Contractor Name City of Portland, Computer Services Div.  
 Mailing Address 1120 SW 5th, Rm 319  
Portland, OR 97204  
 Phone (503) 796-5198  
 Employer ID # or SS # 93-6002236  
 Effective Date July 1, 1991  
 Termination Date December 31, 1991  
 Original Contract Amount \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 18,000

Payment Term

Lump Sum \$ \_\_\_\_\_

Monthly \$ \_\_\_\_\_

Other \$ Upon receipt of billings

Requirements contract - Requisition required.

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

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

1991 SEP 20 PM 3:19  
 MULTNOMAH COUNTY BOARD OF COMMISSIONERS

**REQUIRED SIGNATURES:**

Department Manager Billie Odegard (A.D.)  
 Purchasing Director \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel St. P. Lewis  
 County Chair/Sheriff Shelby Malley

Date 7-18-91  
 Date \_\_\_\_\_  
 Date 7.24.91  
 Date 8/1/91

VENDOR CODE		VENDOR NAME								TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1715		AS01	6530		1729	COUNTY	\$18,000		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING    CANARY - INITIATOR    PINK - CLERK OF THE BOARD    GREEN - FINANCE

### INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number. x
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT - Requisition Required** - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.

Meeting Date: AUG 0 1 1991

Agenda Date: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

Subject: Six-Month Intergovernmental Agreement Between  
County Aging Services Division and City Computer Services Division

BCC Informal: \_\_\_\_\_ BCC Formal: \_\_\_\_\_

Date

Date

DEPARTMENT: Human Services

DIVISION: Aging Services

CONTACT: Jan Tucker/Cilla Murray

TELEPHONE: 248-3646

PERSON(S) MAKING PRESENTATION: Billi Odegaard/Jim McConnell

ACTION REQUESTED:

INFORMATIONAL ONLY

POLICY DIRECTION

APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: XX

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

The Aging Services Division requests approval of the \$18,000, six-month intergovernmental agreement between the Aging Services Division and City of Portland Computer Services Division, for the purchase of computer time and equipment maintenance from the City. The Aging Services Division's contractor payment and client tracking systems were developed using the City's computer capacity. The six month contract is to allow time for the Aging Services Division to transition off the City VAX system and onto its own personal computer network without loss of client and contractor data.

*8/1/91 originals to Cilla Murray*

SIGNATURES:

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

OR

DEPARTMENT MANAGER: Billi Odegaard (Lo)

(All accompanying documents must have required signatures)

bocsa  
1/90

1991 JUL 25 AM 10:49  
MULTIPLIPLICAN COUNTY  
OREGON  
COUNTY CLERK'S OFFICE



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. 5TH, 3RD FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3646  
TDD: 248-3683

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

## MEMORANDUM

**TO:** Gladys McCoy, County Chair

**VIA:** Billi Odegaard, Interim Director *Billi Odegaard (AK)*  
Department of Human Services

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

**DATE:** July 17, 1991

**SUBJECT:** FY 1991-92 Contract Renewal with City of Portland, Computer Services Division

Retroactive Status: This contract is retroactive to July 1, 1991. Processing was delayed pending completion of County Budget Technical Amendments, which included funds for extension of the contract.

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached contract renewal with the City of Portland, Computer Services Division, for the period July 1, 1991 through December 31, 1991.

Analysis: The Aging Services Division is allocating \$18,000 in County General Funds for the purchase of computer services through the City of Portland's Computer Services Division. Currently, the Aging Services Division's contractor payment and client tracking systems use the City's mainframe computer. Planning is underway to transfer these operations from the City onto a Division owned personal computer network. This contract provides interim funding until the ASD network is in operation.

Background: Aging Services Division started its contractor payment/client tracking systems on the City's VAX (mainframe computer) when the Division was part of City government. They have been maintained there as the most cost effective option. Recent changes in personal computer and networking technologies, however, have encouraged the Aging Services Division to redesign its Management Information system and bring the computer processing inhouse. Computer equipment was purchased in FY 90-91, as an initial step. Planning and computer programming is occurring to transfer the client data from the City VAX to the ASD network. This contract with the City Computer Services Division allows for transition time to ensure complete recovery of client records. Funds are included in the County Budget.

bocs92



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

MULTNOMAH COUNTY OREGON

Contract # 102722  
Amendment # —

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR B 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><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;"><b>RATIFIED</b></p> <p style="text-align: center;"><b>Multnomah County Board of Commissioners</b></p> <p style="text-align: center;">C-3 August 1, 1991</p>
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*SMS* Contact Person Jan Tucker (Cilla Murray) Phone 248-3646 Date July 17, 1991  
Department Human Services Division Aging Services Bldg/Room B161/3rd Floor

Description of Contract Contract purchases computer services from City, as support for Aging Services Division's client tracking and Contractor payment systems.

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

Contractor Name City of Portland, Computer Services Div.  
Mailing Address 1120 SW 5th, Rm 319  
Portland, OR 97204  
Phone (503) 796-5198  
Employer ID # or SS # 93-6002236  
Effective Date July 1, 1991  
Termination Date December 31, 1991  
Original Contract Amount \$ \_\_\_\_\_  
Amount of Amendment \$ \_\_\_\_\_  
Total Amount of Agreement \$ 18,000

**Payment Term**

Lump Sum \$ \_\_\_\_\_

Monthly \$ \_\_\_\_\_

Other \$ Upon receipt of billings

Requirements contract - Requisition required.

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

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

**REQUIRED SIGNATURES:**

Department Manager Billie Odgaard (A.D)  
Purchasing Director \_\_\_\_\_  
(Class II Contracts Only)  
County Counsel [Signature]  
County Chair/Sheriff [Signature]

Date 7-18-91  
Date \_\_\_\_\_  
Date 7-24-91  
Date 8/1/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1715		AS01	6530		1729	COUNTY	\$18,000	
02.											
03.											

10/1/87

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into by and between MULTNOMAH COUNTY, a home rule charter county of the State of Oregon (hereinafter "COUNTY"), and the COMPUTER SERVICES DIVISION of the CITY OF PORTLAND, a municipal corporation of the State of Oregon (hereinafter "CITY")

W I T N E S S E T H :

WHEREAS, the COUNTY requires certain computer services which the CITY is capable of providing; and

WHEREAS, the COUNTY and the CITY have determined that the provision by the City of computer services to the COUNTY under an intergovernmental agreement pursuant to ORS Chapter 190 would be mutually cost-effective and otherwise beneficial to the parties:

IN CONSIDERATION OF THE PROMISES, IT IS HEREBY AGREED between CITY and the COUNTY as follows:

1. Term

The term of this Agreement shall be from July 1, 1991 to and including December 31, 1991, unless earlier terminated under the provisions hereof.

2. Services and Charges

The CITY shall provide the following services:

- a. Computer usage and support of ADMINIS software and VAX hardware.
- b. Terminal Maintenance of 2 terminals located at Aging Services Division.
- c. Printer Maintenance of 1 printer, located at Aging Services Division.
- d. 3 terminal lines.
- e. Production of reports with appropriate charges to Aging Services Division for paper and other associated materials as needed.
- f. Related computer services, such as programming related to equipment conversion, or problem-solving.

3. Compensation

COUNTY agrees to pay CITY up to \$18,000 for performance of those services provided in Items 2a through 2e above.

4. Billing

The CITY shall bill the COUNTY monthly and the COUNTY shall make payment of the amount billed within thirty (30) days following receipt of the billing. The billing shall itemize charges by the categories shown in Item 2a through 2e above.

5. Miscellaneous COUNTY Obligations

The pick-up and delivery of source documents to and from CITY facilities shall be the responsibility of the COUNTY.

6. Miscellaneous CITY Obligations

a. The CITY shall retain all information belonging to the COUNTY users in strictest confidence, and will neither use such information for purposes other than to fulfill COUNTY job requests nor disclose such information to anyone without explicit written permission of the COUNTY.

b. In the event any data are lost, stolen or destroyed while in the CITY's custody, due to negligence by the CITY, the CITY shall either duplicate or recreate the data at costs borne by the CITY, or pay to the COUNTY the sums COUNTY incurs in order to recreate or duplicate the data.

c. In case of loss of or damage to COUNTY data due to events beyond the CITY's control, the CITY will make the best effort to recreate the COUNTY data to its previous state.

7. Early Termination

The agreement may be terminated by either party upon thirty (30) days written notice to the other party.

8. Modification

This agreement may be modified by mutual consent of the parties. It is understood by the parties that any writing which modifies any provision or term of the Agreement shall not be effective until expressly adopted as a supplement to this agreement.

9. Entire Agreement

The agreement contains the entire agreement between the parties and supersedes all other prior discussions, written communications or agreements.

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

MULTNOMAH COUNTY

CITY OF PORTLAND

BY Gladys McCoy 8/1/91  
Gladys McCoy, Date  
Multnomah County Chair

BY \_\_\_\_\_  
Mayor Date

BY Ann MacConnell 7/17/91  
Aging Services Division Date  
Director

BY \_\_\_\_\_  
City Auditor Date

REVIEWED:  
LAURENCE KRESSEL, County Counsel  
Multnomah County, Oregon

REVIEWED:  
CITY ATTORNEY  
For City of Portland, Oregon

BY [Signature] 7-24-91  
Date

BY \_\_\_\_\_  
Date

7/6/91-316

OFFICE OF FINANCE AND ADMINISTRATION  
BUREAU OF FINANCIAL PLANNING

Form BUD 5  
INTERAGENCY SERVICE AGREEMENT

Receiver Appropriation Unit: AGING SERVICES DIVISION

AU#: \_\_\_\_\_

Provider Appropriation Unit: COMPUTER SERVICES DIVISION

AU#: 307

INTERAGENCY SERVICES <i>Be Specific. Include the Unit Cost of service to be provided or requested.</i>	FY 1990-91 Adopted Budget		FY 1991-92 Preliminary Estimate		FY 1991-92 Final Agreement	
	Units	Amount	Units	Amount	Units	Amount
				Hours		Hours
<b>Systems and Programming</b>						
Maintenance						
Principal Programmer Analyst						
Senior Programmer Analyst						
Programmer Analyst						
Development						
Subtotal Systems and Programming						
<b>Computer Operations</b>						
IBM Usage		973		440		434
VAX Usage		18,844		28,020		16,242
Operations Support						
Space Rental						
IBIS Maintenance						
<b>Materials and Services</b>						
ISD Services						
Microfiche						
IBM Terminal Maintenance						
VAX Terminal Maintenance		394		394		197
Teleprocessing Lines		2,103		2,103		1,052
Miscellaneous						
Subtotal Materials and Services		2,497		2,497		1,249
Materials and Services Overhead		186		210		75
Subtotal Computer Operations		22,500		31,167		18,000
REVISED: For the period July 1, 1991 through December 31, 1991						
<b>INTERAGENCY SERVICES TOTAL:</b>		\$22,500		\$31,167		\$18,000

AGREED TO BY MANAGER OF:

AGREED TO BY MANAGER OF:

Receiver: AGING SERVICES DIVISION  
 Signature: [Signature]  
 Date: 7/17/91 Amount This Page: \$18,100  
 Grand Total: \$18,100

Provider: COMPUTER SERVICES DIVISION  
 Signature: [Signature]  
 Date: 6/28/91 Amount This Page: \$18,000  
 Grand Total: \_\_\_\_\_

NOTE: "Receiver" is the bureau that receives the services (not the dollars). "Provider" is the bureau that provides the services. The dollars flow from the receiver's expense budget to the provider's revenue budget.

REVISED: 28-Jun-91

City of Portland, Oregon - FY 1991-92 Budget

RECEIVED

JUL 05 1991

AGING SERVICES DIVISION



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102703  
Amendment #     

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (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  <div style="text-align: right;">R-1     August 1, 1991</div>

Contact Person Bill Grossie (Cilla Murray) Phone 248-3646 Date July 17, 1991  
 Department Human Services Division Aging Services Bldg/Room B161/3rd Floor  
 Description of Contract Contract purchases packaged inhome services for elderly residents of Hollywood East, a Housing Authority of Portland facility, as a demonstration project.

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

Contractor Name Housing Authority of Portland  
 Mailing Address 135 SW Ash  
Portland OR 97204  
 Phone (503) 228-2178  
 Employer ID # or SS # 90-6001547  
 Effective Date August 1, 1991  
 Termination Date June 30, 1992  
 Original Contract Amount \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 36,682

Payment Term  
 Lump Sum \$ \_\_\_\_\_  
 Monthly \$ Fee for Service  
 Other \$ \_\_\_\_\_  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

MULTNOMAH COUNTY  
 CLERK OF THE BOARD  
 1991 AUG 15 PM 1:28

**REQUIRED SIGNATURES:**

Department Manager Billi Odgersen (4D) Date 7-18-91  
 Purchasing Director \_\_\_\_\_ Date \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel [Signature] Date 7.24.91  
 County Chair/Sheriff [Signature] Date 8/1/91

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.		SEE	ATTACHED									
02.												
03.												

### INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT - Requisition Required** - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.

12-Jul-91

CONTRACT APPROVAL FORM SUPPLEMENT  
ASD COMMUNITY SERVICES PROGRAM FY 1991-92  
CONTRACTOR: Housing Authority of Portland  
CONTRACT #: 102702 MOD #:  
FILE NAME: caf-cs s

LINE	FUND	ORG	ACT	OBJECT	REPT	LGFS	DESCRIPTION	ORIGINAL	MOD	MOD	MOD	FINAL
		CODE			CATEG			AMOUNT	1	2	3	AMOUNT
01	156	1859	AS02	6060	1726	OPI		20,610				20,610
02	156	1859	AS02	6060	1730	IIID		16,072				16,072
TOTAL								\$36,682	\$0	\$0	\$0	\$36,682

Meeting Date: AUG 0 1 1991

Agenda Date: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

Subject: Intergovernmental Agreement Between Aging Services Division and Housing Authority of Portland

BCC Informal: \_\_\_\_\_ BCC Formal: \_\_\_\_\_

Date

Date

DEPARTMENT: Human Services

DIVISION: Aging Services

CONTACT: Bill Grossie/Cilla Murray

TELEPHONE: 248-3646

PERSON(S) MAKING PRESENTATION: Billi Odegaard/Jim McConnell

ACTION REQUESTED:

INFORMATIONAL ONLY

POLICY DIRECTION

APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: XX

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

The Aging Services Division requests approval of an intergovernmental agreement with the Housing Authority of Portland, which allocates \$36,682 of ASD's Federal and State funds to purchase 148 client months of packaged inhome services for frail elderly residing in Hollywood East, a Housing Authority of Portland housing facility.

The services - meals and housekeeping - will be offered to eligible elderly on a monthly basis at a set monthly rate. This is a pilot project intended to explore alternative means to delivery of inhome services for frail older people. The Housing Authority of Portland has agreed to operate the program and contribute its own resources as a partnership between local housing and aging service agencies.

*8/1/91 originals to Cilla Murray*

SIGNATURES:

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

OR

DEPARTMENT MANAGER: Billi Odegaard (H.D.)

(All accompanying documents must have required signatures)

hap92a

1/90

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1991 JUL 25 AM 10:49



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. 5TH, 3RD FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3646  
TDD: 248-3683

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

## MEMORANDUM

**TO:** Gladys McCoy, County Chair

**VIA:** Billi Odegaard, *Billi Odegaard (HC)*  
Interim Director  
Department of Human Services

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

**DATE:** July 17, 1991

**SUBJECT:** Intergovernmental Agreement with Housing Authority of Portland

Retroactive Status: This intergovernmental agreement with the Housing Authority of Portland is retroactive to August 1, 1991. Contract development was delayed due to prolonged negotiations over program and budget issues.

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached contract with Housing Authority of Portland, for the period August 1, 1991 through June 30, 1992.

Analysis: The Aging Services Division has allocated \$36,682 of Federal and State funds for a pilot packaged-inhome service program serving frail elderly residing in Housing Authority of Portland low income highrise facilities for the elderly. The pilot program will offer a package of meals and housekeeping services on a monthly basis to eligible elderly residing in Hollywood East. These services are available through different providers in the community; the packaging of the services for groups of elderly is being tested as an alternative method of service delivery designed to reach frail elderly more effectively and efficiently. A timeframe for project evaluation is built into the contract through special condition.

Background: The Federal Older Americans Act Title IIID provides some funds for inhome services for the elderly. These funds are being used to explore alternative forms of inhome service delivery. The Housing Authority of Portland has agreed to operate the packaged inhome services and is contributing additional resources to the project. This sort of cooperation between local housing and aging service agencies is encouraged by Federal Department of Housing and Urban Development and Administration on Aging.

Funds for this contract are included in the Adopted County Budget.

hap92z



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

MULTNOMAH COUNTY OREGON

Contract # 102702  
Amendment # —

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (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	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;"><b>RATIFIED</b> <b>Multnomah County Board</b> <b>of Commissioners</b></p> <p style="text-align: center;">R-1 August 1, 1991</p>
--	--	--

Contact Person Bill Grossie (Cilla Murray) Phone 248-3646 Date July 17, 1991  
 Department Human Services Division Aging Services Bldg/Room B161/3rd Floor

Description of Contract Contract purchases packaged inhome services for elderly residents of Hollywood East, a Housing Authority of Portland facility, as a demonstration project.

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

Contractor Name Housing Authority of Portland  
 Mailing Address 135 SW Ash  
Portland, OR 97204  
 Phone (503) 228-2178  
 Employer ID # or SS # 90-6001547  
 Effective Date August 1, 1991  
 Termination Date June 30, 1992  
 Original Contract Amount \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 36,682

Payment Term  
 Lump Sum \$ \_\_\_\_\_  
 Monthly \$ Fee for Service  
 Other \$ \_\_\_\_\_  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager Billi Odegaard (HD) Date 7-18-91  
 Purchasing Director \_\_\_\_\_ Date \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel [Signature] Date 7-24-91  
 County Chair/Sheriff [Signature] Date 8/1/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.		SEE	ATTACHED								
02.											
03.											

12-Jul-91

CONTRACT APPROVAL FORM SUPPLEMENT  
ASD COMMUNITY SERVICES PROGRAM FY 1991-92  
CONTRACTOR: Housing Authority of Portland  
CONTRACT #: 102702 MOD #:  
FILE NAME: caf-cs s

LINE	FUND	ORG	ACT	OBJECT	REPT	LGFS	DESCRIPTION	ORIGINAL	MOD	MOD	MOD	FINAL
		CODE			CATEG			AMOUNT	1	2	3	AMOUNT
01	156	1859	AS02	6060	1726	OPI		20,610				20,610
02	156	1859	AS02	6060	1730	IIID		16,072				16,072
<b>TOTAL</b>								<b>\$36,682</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$36,682</b>

100103

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION

TERM OF CONTRACT: From August 1, 1991 To: June 30, 1992  
CONTRACTOR NAME: Housing Authority of Portland TELEPHONE: 228-2178  
CONTRACTOR ADDRESS: 135 SW Ash IRS NUMBER: 90-6001547  
Portland, OR 97204

This contract is between Department of Human Services, Aging Services Division (also known as Area Agency on Aging and Community Action Agency) acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Housing Authority of Portland, hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Services and Service Levels

a. CONTRACTOR agrees to provide the services within the service levels listed below, and COUNTY agrees to reimburse CONTRACTOR for providing those services at the rates and up to the amounts specified below.

Service	Units	Rate	Total County Funds	Program Income	Total County Funds and Program Income*
Packaged Inhome Svc.	148 client mo.	\$254.74/cl	\$36,682	\$1,019	\$37,701

\*Units will be funded by COUNTY funds and program income. If less program income is collected, units will be reduced by an equivalent amount; if more program income is collected, units may be increased by an equivalent amount at the rates established above. COUNTY will disburse not more than \$36,682 under this contract.

b. CONTRACTOR agrees to provide the above services consistent and in compliance with the COUNTY'S service definitions and priorities, policies, procedures, and contract conditions, and with the specifications and evaluation criteria contained in the Request for Proposal and Contract Renewal Package, incorporated herein by this reference.

c. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period.

d. CONTRACTOR shall ensure that for aging services, elderly persons or others on their behalf, and for community action services, low income persons (below 125% of poverty) or others on their behalf, have a right to request information and service; that a determination of service eligibility be conducted, that persons be advised of the decision and have an opportunity to request and receive a fair hearing.

e. CONTRACTOR shall ensure that its employees are adequately trained to carry out the activities required under this contract and shall verify that its employees are processing any eligibility determinations and service authorizations correctly.

f. CONTRACTOR shall transfer existing client load to this contract to ensure continuity of service.

g. CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract.

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

## 2. Consideration

a. CONTRACTOR shall be reimbursed on a fee-for-service basis according to the schedule set forth on page 1 and summarized on Attachment A, Budget Summary, incorporated herein by this reference. Any costs incurred by CONTRACTOR over and above the agreed sum shall be at the sole risk and expense of CONTRACTOR.

b. CONTRACTOR shall provide a minimum of \$0 to match funding provided under this contract. This can be provided as cash, in-kind, or a combination.

c. 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 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.

d. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. Such requests are due to COUNTY on or before the close of business on the fifth (5th) working day of each month.

Required program reports, which support payment requests, shall be submitted on or before close of business the fifth (5th) working day of each month.

e. All final requests for payment shall be received within forty-five (45) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

f. 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, or perform or document the performance of contracted services, 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. If payment is to be delayed, COUNTY shall inform CONTRACTOR within two (2) working days of the date of the decision to take this action.

g. CONTRACTOR shall not be compensated for work performed under this contract from any other COUNTY, state, or federal division or agency.

h. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within ten working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.

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

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

### 3. Program Reporting Requirements

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

b. 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 shall result in delayed reimbursement.

c. All final program reports shall be submitted to the COUNTY by the forty-fifth (45th) calendar day following the end of the effective period for that program.

d. 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.

4. Operating Hours

CONTRACTOR shall notify COUNTY five (5) working days in advance of any change in operating hours or temporary closure for any reason other than those holidays designated in the contract, subject to unanticipated closures, in the case of which CONTRACTOR shall immediately notify COUNTY.

5. Contract Amendments

This contract, its conditions, statement of work, and budget may be amended by mutual agreement of the parties. Amendments shall only be valid when reduced to writing, approved as required, and signed.

6. Contract Renewal

Not applicable

7. Special Conditions

a. COUNTY and CONTRACTOR agree to review the program budget and unit cost after three (3) months of program operation and to revise them if warranted.

b. CONTRACTOR agrees to provide packaged in-home services within the scope of and consistent with the Packaged In-home Services in Hollywood East program description and budget.

c. COUNTY agrees to pay a daily rate of \$12.13, up to a maximum of the established monthly rate, for service when the client enters the program after the beginning of the month, exits the program before the end of the month, or temporarily does not reside at Hollywood East.

d. Pursuant to Part B. Section 9. Indemnification, CONTRACTOR agrees to indemnify the COUNTY up to the limits and extent permitted by Oregon law.

e. Notwithstanding provisions of Part B. Section 19. Termination, it is the intent of COUNTY and CONTRACTOR to develop and implement corrective action plans before termination procedures are initiated in the event problems in service delivery are or could be considered to be breach of contract.

PART B. GENERAL CONDITIONS

1. 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.

2. Authority of Director

CONTRACTOR agrees to recognize the Director of the Aging Services Division as COUNTY'S administrative authority for services provided under this contract.

3. Availability of Funds

Both parties agree that this contract is subject to the availability of federal, state, city, and COUNTY funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. Reduction or termination shall not affect payment for allowable expenses incurred prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued state approval of COUNTY'S work plans and the continued allowability of planned services under state or federal statutes, regulations, or policies.

4. 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 the Request for Proposal and Contract Renewal Packages and are hereby by this reference incorporated into this contract.

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

5. Confidentiality

All client information obtained by the CONTRACTOR in the performance of this agreement shall be considered confidential and not divulged for any purpose not directly connected with the administration of the program or monitoring and evaluation by COUNTY except upon written consent of the recipient or the recipient's attorney, responsible parent, or guardian. The COUNTY and its subcontractors shall share information only to the extent necessary to effect services for clients. CONTRACTOR'S personnel having access to information pertaining to recipients of services shall complete, sign, and retain for three years a non-disclosure agreement. Nothing, however, prohibits the disclosure of information in summaries, statistical, or other forms, which do not identify particular individuals.

6. Conflict of Interest

CONTRACTOR shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. Fiscal and Audit Requirements

a. CONTRACTOR agrees to maintain fiscal records and other records pertinent to this contract. All fiscal records shall be maintained pursuant to accepted accounting standards, Oregon Administrative Rules, and applicable federal rules and regulations, and other records shall be maintained to the extent necessary to clearly reflect any actions taken. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents.

b. In Attachment A, Budget Summary, hereby incorporated into this contract, CONTRACTOR has established a price for each service provided under this contract which is based on cost of providing the service. CONTRACTOR represents and warrants that the prices shown in Attachment A, Budget Summary are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct 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.

c. CONTRACTOR shall arrange for an annual, agency-wide audit conducted by an independent certified public accountant and carried out within six (6) months from the end of the contract year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year provided the audit period includes at least six (6) months of this contract period. Said audit shall be performed according to federal and state law and rules. A copy of the audit and accompanying management letter shall be submitted to the COUNTY within two (2) weeks of the date of the audit report. 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.

8. Grievances

CONTRACTOR must establish a system through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure. CONTRACTOR shall notify COUNTY of all grievances which it is not able to resolve and shall process the grievances as directed by COUNTY, in accordance with COUNTY grievance procedures.

9. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or its subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and

employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S or its subcontractor's performance of its duties under this contract. This indemnification is subject to the limitations of public body liability set forth in Oregon Constitution and Oregon Tort Claims Act.

10. 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.

11. Insurance, Bonding, and Workers Compensation

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

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. 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. The limits of CONTRACTOR'S liability insurance shall be subject to statutory change as to maximum limits of liability imposed upon municipalities of the State of Oregon during the terms of this contract.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction with limits at fair market value at time of receipt or purchase by CONTRACTOR.

e. CONTRACTOR shall obtain and maintain at all times during the term of this contract a fidelity bond covering activities of all persons having custody of funds. The bond amount will be not less than the amount of payment advanced or payable monthly (whichever is higher) by the COUNTY. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval.

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

certificate showing current Workers Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

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

12. Integration

The contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

13. Litigation

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

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

14. Monitoring

a. COUNTY is responsible for services provided by CONTRACTOR to ensure that all services conform to state 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.

b. COUNTY is responsible for monitoring CONTRACTOR'S financial contract compliance and fiscal performance under this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. CONTRACTOR shall abide by such financial procedures as may be specified in writing by COUNTY, under the Single Audit Act of 1984 and funding source contracts. Recovery of funds shall be made as prescribed in this contract in the event of unauthorized expenditures, nonperformance of contract conditions, excess payments, payment withholding, or contract termination. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering invalid payments.

c. CONTRACTOR shall 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.

15. Nondiscrimination

CONTRACTOR agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

16. Ownership of Work Product

All work products of CONTRACTOR which are specifically purchased through this contract are the exclusive property of COUNTY and upon termination of this contract shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service. Work products include books, documents, papers, audits, and records of the CONTRACTOR which are directly pertinent to this contract.

17. Request for Proposal

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

18. 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.

19. Termination

a. Violation of any of the rules, procedures, attachments, or terms of this contract shall, at the option of either party, be cause for termination of this contract, and unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding or reduction of funds. Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this contract.

b. This contract may be terminated by either party by sixty (60) days written notice to the other party.

c. 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, or if CONTRACTOR fails to continue to provide services for the entire contract period.

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 aging services, emergency basic needs, or community action 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.

d. COUNTY may require that all expenditures be suspended upon delivery of a notice to terminate the contract, and any additional expenditures must have prior approval by COUNTY. Unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract. All unexpended money, property, and finished or unfinished documents, data, studies, and reports purchased or prepared by CONTRACTOR under this contract shall be returned to the COUNTY within 60 days of written notice of termination.

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

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

PART C. GENERAL CONDITIONS: AGING SERVICES

1. Advisory Committee

CONTRACTOR shall support an Advisory Committee which meets at least bi-monthly and which meets the following criteria:

a. The membership shall be broadly representative of the elderly population and should include representatives of: both sexes; major ethnic groups; professional, business, labor, government, education, volunteer, and civic groups; and clients.

b. Persons age 60 and older shall make up more than fifty percent (50%) of the Advisory Committee membership.

c. Members shall serve without pay and accrue no financial benefit as a result of membership on the Advisory Committee. This does not preclude reimbursement for costs incurred.

d. The Advisory Committee shall have written by-laws which shall include the responsibility to: 1) advise CONTRACTOR regarding policies, programs, and actions affecting the delivery of services under this contract, and 2) review and comment on policies, programs, and actions of other agencies which affect older people.

CONTRACTOR shall maintain a file of all minutes of Advisory Committee meetings and make that file accessible upon request of the COUNTY.

2. Client Services

Where services are authorized by case managers, CONTRACTOR agrees to serve all clients referred for appropriate services, within constraints of funding causing waiting lists. If the safety of the CONTRACTOR or its employees is threatened or if the CONTRACTOR or its employees are subjected to discrimination, including sexual harassment, or other violation of law by a client, CONTRACTOR shall try to resolve the situation in consultation with the case manager. If the situation is not resolved, CONTRACTOR shall notify COUNTY for further action.

3. Contract Between State and County

CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in that certain contract between the State of Oregon Senior and Disabled Services Division and COUNTY, which provides funding for this contract.

4. Contractor Publicity

a. CONTRACTOR shall reference Multnomah County Aging Services Division as a funding source in all flyers and brochures that advertise the contracted services program. COUNTY reserves the right to approve the language used to reference Multnomah County.

b. Where the CONTRACTOR plans to use COUNTY contracted services to solicit donations and/or contributions from the public to support programs for the elderly, the CONTRACTOR shall fully disclose to the COUNTY the amount of those funds received and their planned uses. The COUNTY shall include these amounts in calculating unit costs and cost effectiveness.

5. Contributions

a. CONTRACTOR shall establish a system of informing clients of the opportunity to make a contribution toward the cost of services received. The system shall explain the contributions policy to each client, ensure the privacy of the contribution, and establish appropriate accounting controls. All such contributions shall be retained and used by CONTRACTOR to extend services to eligible clients in accordance with Aging Services Division policy, subject to COUNTY'S continuing approval. CONTRACTOR shall assure that the provision of service to an older person is not made dependent upon a contribution.

b. CONTRACTORS delivering sliding fee scale services shall, instead, use the fee scale provided by COUNTY to notify clients of the fee assessed for service based on their net income and shall establish appropriate collection, follow-up, and accounting mechanisms.

6. Cooperative Planning Requirements

CONTRACTOR recognizes that planning with COUNTY, state, and local agencies is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in all meetings and planning efforts instigated by COUNTY, including coordination with Aging Services Division's Long Term Care Branches and program, and to provide all data which may be required by COUNTY and state programmatic goals. CONTRACTOR representatives at COUNTY'S monthly "Contractors Meeting" shall have the responsibility and authority to update the COUNTY on CONTRACTOR'S activities that have an impact on the aging services system.

7. Copyright and Patent Infringement

CONTRACTOR agrees that the U.S. Department of Health and Human Services and the State of Oregon will receive a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to do so, all instructions, files, and documents relevant to information developed in whole or in part from funding derived from this contract.

8. Private, Proprietary Provider Approval

CONTRACTOR, if a private proprietary provider and receiving funds under the Older Americans Act, acknowledges that this contract must be approved by the State Senior and Disabled Services Division before this contract is effective.

9. Retention of Records

a. All financial records, including but not limited to books, invoices, statistical records, and supporting documents pertinent to this contract, shall be retained for three (3) years from the date of expiration or termination of this contract. If, however, any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

b. CONTRACTOR shall retain client service files and records for a period of five (5) years.

c. Records involving matters in litigation shall be kept no less than one year after final resolution, which includes all appeals.

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

MULTNOMAH COUNTY

HOUSING AUTHORITY OF PORTLAND

BY Joe J. Ahumada 7/17/91  
Aging Services Division      Date  
Program Manager

BY \_\_\_\_\_  
Agency Executive Director      Date

BY Jim McNeill 7/17/91  
Aging Services Division      Date  
Director

BY \_\_\_\_\_  
Agency Board Chair      Date

BY Gladys McCoy 8/1/91  
Gladys McCoy,      Date  
Multnomah County Chair

REVIEWED:  
LAURENCE KRESSEL  
County Counsel for  
Multnomah County, Oregon

BY LAURENCE KRESSEL 7.24.91  
Date

12-Jul-91

BUDGET SUMMARY

CONTRACTOR: Housing Authority of Portland

FISCAL YEAR: 1991-92

MOD #

File Name: bshap92

SERVICE	UNITS	CLIENTS	AGING FUNDING				CONTRACT	AGENCY UNIT COST SUBSIDY				TOTAL CONTRACT		AGENCY PROGRAM SUBSIDY					
			(1)	(2)	(3)	(4)		(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
			ASD FUNDS	PROGRAM INCOME	USDA	SUBTOTAL ASD		RATE	AGENCY CASH	AGENCY INKIND	TOTAL AGENCY	AG. SHARE PER UNIT	TOTAL FUNDS	UNIT COST	AGENCY CASH	AGENCY INKIND	TOTAL AGENCY	TOTAL UNITS	UNIT COST
Pkg Inhome	148		\$36,682	\$1,019		\$37,701	\$254.74	\$4,975	\$2,465	\$7,440	\$50.27	\$45,141	\$305.01			\$0	NA		
	Client Months					0	NA			0	NA	0	NA			0	NA		
						0	NA			0	NA	0	NA			0	NA		
						0	NA			0	NA	0	NA			0	NA		
TOTAL	XXXXXXXXXXXXXXXXXX		\$36,682	\$1,019	\$0	\$37,701	XXXXXXXXXXXX	\$4,975	\$2,465	\$7,440	XXXXXXXXXXXX	\$45,141	XXXXXXXXXXXX			\$0	\$0	\$0 XXXXXXXXXXXXXXX	

Meeting Date AUG 0 1 1991  
Agenda No.: R-2

(Above space for Clerk's Office Use)

.....  
AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement with State of Oregon, Department of Insurance and Finance, Workers' Compensation Division

BCC Informal \_\_\_\_\_ BCC Formal July 18, 1991  
(date) (date)  
DEPARTMENT Environmental Services DIVISION Transportation  
CONTACT Virginia Webster TELEPHONE 248-5384  
PERSON(S) MAKING PRESENTATION Virginia Webster

ACTION REQUESTED:

/ / INFORMATIONAL ONLY      / / POLICY DIRECTION      /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: \_\_\_\_\_

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: YES

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

Department of Environmental Services, Transportation Division, requests approval to enter into a Wage Subsidy Agreement with the State of Oregon. The Department of Insurance and Finance, Workers' Compensation Division, will reimburse 50 percent of wages paid previously injured county worker for first six months of permanent re-employment not to exceed \$6,000.000.

*8/1/91 originals to Virginia Webster*

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

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

*[Handwritten signatures]*

BOARD OF  
COUNTY COMMISSIONERS  
MULLINBACH COUNTY  
OREGON  
1991 JUL 23 AM 10:21

(All accompanying documents must have required signatures)



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 300272

MULTNOMAH COUNTY OREGON

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

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;"><b>RATIFIED</b>  <b>Multnomah County Board</b>  <b>of Commissioners</b>        R-2 August 1, 1991</p>
--	---	--

Contact Person Virginia Webster Phone 248-5384 Date 7/2/91

Department Environmental Division Transportation Bldg/Room 425

Description of Contract Wage Subsidy Agreement; County agrees to re-employ Preferred Worker as Engineer Technician Aide; State of Oregon, Department of Insurance and Finance agrees to reimburse Multnomah County 50 percent worker's wages for six months not to exceed \$6,000.00.

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

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

Contractor Name State of Oregon, Department of Insurance and Finance  
 Mailing Address 21 Labor & Industries Bldg.  
Salem, OR 97310  
 Phone 378-5421

Employer ID # or SS # \_\_\_\_\_  
 Effective Date May 23, 1991  
 Termination Date November 23, 1991  
 Original Contract Amount \$ 6,000.00  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

Payment Term

Lump Sum \$ \_\_\_\_\_  
 Monthly \$ \_\_\_\_\_  
 Other \$ \_\_\_\_\_  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

### REQUIRED SIGNATURES:

Department Manager [Signature] Date 7-12-91  
 Purchasing Director \_\_\_\_\_ Date \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel [Signature] Date 7/16/91  
 County Chair/Sheriff [Signature] Date 8/1/91

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT Rev. Source	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	161	030	6640			4900					
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING    CANARY - INITIATOR    PINK - CLERK OF THE BOARD    GREEN - FINANCE



# WAGE SUBSIDY AGREEMENT

Department of Insurance & Finance • Workers' Compensation Division  
Rehabilitation Review Section • Reemployment Assistance Reserve

## EMPLOYER

Legal Name: Multnomah County  
Doing Business As: Multnomah County  
Address: 1120 SW Fifth Ave., 14th Floor  
Portland, OR 97204  
Phone: 248-5190  
WCD Employer Reg. No.: 5880729  
WCD Insurer: Self Insured/Scott Wetzel Services  
Federal Tax ID No.: 936002309  
Unemployment Ins. Reg. No.: 502083

## WORKER

Name: Steven Miles  
Address: 9406 SW 62nd Drive  
Portland, OR 97219 Phone: 245-0589  
Social Security No.: 543-68-9031  
Insurer at Injury: Multnomah County/Scott Wetzel Services  
Claim No.: 571-430-030-2725-887 Hire Date: 5/23/91  
Date of Injury: 6/30/88 Preferred Worker No.: H435334  
Job at Injury: Road Maintenance Worker  
 New Employer  Modified Job  
 Same Employer  New Job

*Employer at Injury or Employer at Aggravation — Premium Exemption and Wage Subsidy may be provided with prior Division approval for the worker's regular employment only when substantial job alteration is necessary or substantial worksite modification is required to accommodate the worker's permanent limitations as a result of the injury.*

The employer and worker must be eligible for reemployment assistance as prescribed in OAR 436-110.

The employer must have and shall maintain workers' compensation insurance.

*The worker, employer, and the Department of Insurance & Finance (Department), enter into the following agreement:*

1. The employer agrees to employ the worker in an approved suitable job according to the same business practices and personnel policies affecting all employees.
2. The employer agrees to employ the worker on a permanent basis as a (Position Title) Engineer Technician Aide (DOT Code) 018.261-014+018/869.567-010 at the base wage of \$ 11.21 per  hour  week  month.
3. The Department, as prescribed in OAR 436-110, will reimburse 50 percent of the wages paid the worker for six months. (Wages include paid leave but do not include commission, tips, overtime, board, rent, housing, or other payment.) Total reimbursement is not to exceed \$ 6,000.00.
4. To obtain reimbursement, the employer must submit a Department-issued reimbursement request (Form 1427) to the Department.
5. This agreement ceases if employment ends prior to the agreement termination date, or the Department may end this agreement by written notice to the employer and worker, if the employer or worker has not complied with all other appropriate state and federal statutes regarding employment.
6. If this agreement is terminated because of any breach, default, or omission by the employer, the Department will be reimbursed for all costs as determined appropriate by the Department.

**THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY A REPRESENTATIVE OF THE DEPARTMENT OF INSURANCE & FINANCE.**

*I have reviewed the job analysis for this position, and can perform this job.  
I have the knowledge, skills, abilities, and accept the wage for this job.*

Steven K. Miles 5/22/91  
Preferred Worker signature Date

Gladys McCoy 8/1/91  
Date

GLADYS MCCOY, MULTNOMAH COUNTY CHAIR  
Department Representative (State of Oregon) Date

**If you have questions or need further assistance, please contact the worker's insurer, vocational counselor or the Rehabilitation Review Section in Salem at 378-5421, or 1-800-445-3948.**

Send to: Rehabilitation Review Section  
21 Labor & Industries Building, Salem, OR 97310

(440-2190) (12/90/DIF/CSS)

REVIEWED [Signature]  
By MULTNOMAH COUNTY COUNSEL

RRS Use only
Effective Date: _____
Termination Date: _____



**JOB ANALYSIS FOR WAGE SUBSIDY**  
 Department of Insurance & Finance • Workers' Compensation Division  
 Rehabilitation Review Section • Reemployment Assistance Reserve

**EMPLOYER**

(Fill out this section)

Employer Multnomah County

Contact Person/Title Mary Cosby, WCD Specialist

Employer at Injury or Employer at Aggravation — If the wage subsidy requested is for regular work which is modified, please explain how the job duties or the work site have been substantially modified (requires prior Rehabilitation Review Section approval):

**Worker Information:**

Job Title Engineer Technician Aide

Hours Per Week 40

Job Duties Laboratory/Clerical tasks to obtain data used in construction and map making - surveying tasks.

I certify that this job analysis is true and correct:

[Signature] 7/3/91  
 Employer Signature Date

Physical Requirements - Please check the correct box for each task the worker will do on this job.

Body Movements	Total hours in 8-hour day				
	0-1	1-3	3-6	6-8	N/A
Bend at waist		X			
Twist upper body		X			
Kneel		X			
Walk - Uneven Surface		X			
Climb		X			
Reach Above Shoulder		X			
Repetitive Use of Hands				X	
(a) Squeezing	X				
(b) Keyboarding		X			
Operate Foot Controls		X			
Crouch		X			

Endurance	Total hours in 8-hour day				
	0-1	1-3	3-6	6-8	N/A
Sit			X		
Stand			X		
Walk		X			

Physical	Total hours in 8-hour day					On wheels?	
	0-1	1-3	3-6	6-8	N/A	YES	NO
<b>Lift</b>			X				
1 - 10 lbs.			X				
11 - 20 lbs.		X					
21 - 50 lbs.		X					
over 50 lbs.	X						
<b>Carry</b>			X				
1 - 10 lbs.			X				
11 - 20 lbs.		X					
21 - 50 lbs.		X					
over 50 lbs.	X						
<b>Push</b>		X				X	
1 - 10 lbs.		X					
11 - 20 lbs.	X						N/A
21 - 50 lbs.	X						N/A
over 50 lbs.	X						N/A
<b>Pull</b>		X				X	
1 - 10 lbs.		X					
11 - 20 lbs.	X						N/A
21 - 50 lbs.	X						N/A
over 50 lbs.	X						N/A

**PREFERRED WORKER**

(Fill out this section)

Preferred Worker Steven Miles

Type of Injury Carpal Tunnel both hands.

& PCE

According to my doctor, I can lift up to: 20-25 lbs. w/ (L) arm.

According to my doctor, other physical limits are: avoid repetitive grasping and handling with left hand.

**OPTIONAL**

My patient  is  is not released to do this job.

Physician Signature \_\_\_\_\_ Date \_\_\_\_\_

If you do not know if you can do this job, ask your doctor to look at this Job Analysis.

Steven K. Miles 5/2/91  
 Worker Signature Date

REVERSE SIDE OF NEW PREFERRED WORKER CARD  
TO BE FILLED OUT BY EMPLOYER AND WORKER AS INSTRUCTED

**Employer:** When you hire a Preferred Worker, you do not pay workers' compensation insurance premiums or premium assessments on that worker for three years. If the Preferred Worker has a new injury during this time, the Workers' Compensation Division will repay your insurer all claim costs. Your rates will not go up because of that claim. *Employer at Injury or Employer at Aggravation: Premium Exemption will only be approved if substantial job alteration or worksite modification is required.*

When you hire a Preferred Worker you must:

- Maintain Oregon workers' compensation insurance.
- Pay workers' compensation employer assessments (cents per day) and withhold employee contributions (cents per day) on the Preferred Worker.
- Complete, sign and date this card no later than 14 days after hiring.
- Mail this card no later than 7 days after signing.

If you are using Wage Subsidy, attach the Job Analysis and Agreement form to this card. *Questions? Call 1-800-445-3948 or (503) 378-5421.*

Employer's Legal Name: Multnomah County

Doing Business As: Same Phone: 248-5190

Address: 1120 SW Fifth Ave.

City: Portland State: OR Zip: 97204

Hire Date: \_\_\_\_\_ Title of Job: Engineer Technician Aide

Workers' Comp. Insurer: Self Insured/Scott Wetzel Services

WCD Reg. No.: 5880729 Unemployment Ins. Reg. No.: 502083

Employer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Job at Injury: Road Maintenance Worker

Worker's Signature: Steven R. Miller Date: 5/22/91

Send completed card to:  
Rehabilitation Review Section, 21 Labor & Industries Bldg, Salem, OR 97310



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY  
PAULINE ANDERSON  
GARY HANSEN  
RICK BAUMAN  
SHARRON KELLEY

DEPARTMENT OF GENERAL SERVICES  
PORTLAND BUILDING  
1120 SW FIFTH, 14TH FLOOR  
PORTLAND, OR 97204-1934

AT OTHER LOCATIONS:

OFFICE OF THE DIRECTOR (503) 248-3303  
EMPLOYEE SERVICES (503) 248-5015  
FINANCE (503) 248-3312  
LABOR RELATIONS (503) 248-5135

ADMINISTRATIVE SERVICES (503) 248-5111  
ASSESSMENT & TAXATION (503) 248-3345  
ELECTIONS (503) 248-3720  
INFORMATION SERVICES (503) 248-3749

## MEMORANDUM

**TO:** Virginia Webster, Administrative Assistant

**FROM:** Mary Cosby, Management Analyst *Mary Cosby*

**DATE:** June 11, 1991

**RE:** Workers' Compensation  
Steven Miles  
DOI: 6-30-88

I am forwarding on to you the Wage Subsidy Agreement regarding Steven Miles. I thought we were going to wait on this until Steven was employed in a permanent status. Linda Weidig must have obtained information that the wage subsidy agreement can be done while he remain in his training status.

If you have questions, please let me know.

Thank you.

c: file

**C. M. CARNEY AND ASSOCIATES**   
**DISABILITY MANAGEMENT SERVICES**

May 22, 1991

Mary Cosby, Risk Management  
Multnomah County  
1120 SW 5th Avenue  
14th Floor  
Portland, Oregon 97204

RE: Steven Miles  
Claim No.: 571-430-030-2725-887

Dear Mary:

Enclosed are the wage subsidy agreement and job analysis forms. In addition, a copy of the reverse side of the new Preferred Workers card has been completed. On the bottom left hand corner, of the wage subsidy agreement is where someone from Multnomah County is required to sign and date. On the upper left hand corner of the job analysis for wage subsidy form, the employer representative needs to sign, certifying the job analysis is an accurate representation. I completed the job analysis form based on the job description sent by Don Winkley and researching my own resources. You may want to have someone review it from the Roads Division for verification. Please feel free to change anything necessary.

On the copy of the reverse side of the Preferred Workers card, please have someone sign and date at the bottom.

Mr. Miles has already signed off.

Mr. Miles secured a release from Dr. Berkeley and presents himself for work on Thursday, May 23, 1991. For the purpose of the wage subsidy contract, the start date is May 23, 1991. Therefore, Mr. Miles wages will be reimbursed 50% from this date to the end of October, 1991.

EMPLOYEE SERVICES  
MULTNOMAH COUNTY  
MAY 29 1991  
RECEIVED

**ADMINISTRATIVE OFFICE:**

P.O. BOX 7545, EUGENE, OREGON 97401 (503) 342-4234, FAX (503) 683-8829

**REGIONAL OFFICES:**

OREGON: PORTLAND, SALEM, EUGENE, COOS BAY, ROSEBURG, MEDFORD  
WASHINGTON: SPOKANE, WENATCHEE, SEATTLE  
CALIFORNIA: REDDING, SACRAMENTO

After the forms are signed, please mail to the Rehabilitation Review Section for processing.

If you have any questions, please call 244-9836.

Respectfully,

*Linda D. Weidig/mL*

Linda D. Weidig, M.S., C.R.C.  
Disability Management Consultant

6600 SW 92nd Ave., #24  
Portland, Oregon 97223  
(503) 244-9836

Attachment: Wage subsidy agreement  
Job analysis for wage subsidy form  
Reverse side of Preferred Worker card

smd/crd/pl334012

**ADMINISTRATIVE OFFICE:**

P.O. BOX 7545, EUGENE, OREGON 97401 (503) 342-4234, FAX (503) 683-8829

**REGIONAL OFFICES:**

OREGON: PORTLAND, SALEM, EUGENE, COOS BAY, ROSEBURG, MEDFORD  
WASHINGTON: SPOKANE, WENATCHEE, SEATTLE  
CALIFORNIA: REDDING, SACRAMENTO

May 21, 1991

Ruth Osbourne, Re-Employment Specialist  
Preferred Worker Program  
Rehabilitation Review Section  
Workers' Compensation Division  
21 Labor and Industries Bldg.  
Salem, Oregon 97310

RE: Steven Miles  
Preferred Worker No.: H43-5334  
SS NO: 543-68-9031

Wage Subsidy/Cost Containment Reimbursement

Dear Ms. Osbourne:

Mr. Miles is a 33 year old (DOB: 2/21/58) individual who has been employed by Multnomah County as a Road Maintenance Worker since 1985. Since the June 30, 1988 date of injury, Mr. Miles attempted to return to work in a road maintenance position on an on and off basis. Eventually, he was assigned to temporary modified work until he underwent carpal tunnel releases on both wrists in August and December 1990. Mr. Miles has not been able to return to work since then, as a result of the recovery process and the fact that the employer could not accommodate his restrictions.

Mr. Miles' claim was closed on April 23, 1991 entitling him to 14% loss of his left forearm (wrist).

Mr. Miles was referred for an Eligibility Evaluation. At the time of this request, Mr. Miles time-of-injury employer was unable to accommodate Mr. Miles' physical capabilities. Since then, however, events have occurred which have resulted in Multnomah County offering Mr. Miles an Engineer Technician Aide position. This position is well within Mr. Miles' physical capabilities. He began this position on May 28, 1991 with an entry level wage of \$11.21 per hour. The Engineering Technician Aide position is best described by the DOT Code definitions of 018.261-014 and 018/869.567-010. This position is essentially sedentary in nature with some light to medium aspects.

Multnomah County is requesting reimbursement at 50% of Mr. Miles' wages for a period of six months, in addition to claims cost reimbursement under the Preferred Worker program.

**ADMINISTRATIVE OFFICE:**

P.O. BOX 7545, EUGENE, OREGON 97401 (503) 342-4234, FAX (503) 683-8829

**REGIONAL OFFICES:**

OREGON: PORTLAND, SALEM, EUGENE, COOS BAY, ROSEBURG, MEDFORD  
WASHINGTON: SPOKANE, WENATCHEE, SEATTLE  
CALIFORNIA: REDDING, SACRAMENTO

**C. M. CARNEY AND ASSOCIATES**   
**DISABILITY MANAGEMENT SERVICES**

The paperwork may be submitted to the Rehabilitation Review Section beyond the 21 day period allotted by the Department. Multnomah County requires their commissioners to review and sign the necessary paperwork.

If there are any questions, please call 244-9836.

Respectfully,

*Linda D. Weidig/ml*

Linda D. Weidig, M.S., C.R.C.  
Disability Management Consultant

6600 SW 92nd Ave., #24  
Portland, Oregon 97223  
(503) 244-9836

Attachment: Wage subsidy agreement  
Job analysis for wage subsidy  
Reverse side of Preferred Worker card

smd/crd/pl334013

**ADMINISTRATIVE OFFICE:**

P.O. BOX 7545, EUGENE, OREGON 97401 (503) 342-4234, FAX (503) 683-8829

**REGIONAL OFFICES:**

OREGON: PORTLAND, SALEM, EUGENE, COOS BAY, ROSEBURG, MEDFORD  
WASHINGTON: SPOKANE, WENATCHEE, SEATTLE  
CALIFORNIA: REDDING, SACRAMENTO