

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

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Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☐ Not Attached

Contract #: 0310468

Amendment #:

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input checked="" type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue CLASS III B <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Health

Division: Planning & Development

Date: 8/4/03

Originator: Kathy Norman

Phone:

Bldg/Rm:

Contact: G. Jean Thomas

Phone: 27158

Bldg/Rm: 106/14

Description of Contract: The Northwest Family Services a non-profit corporation received a grant from the Department of Health and Human Services Health Resources & Services Administration for the purpose of helping communities develop and implement abstinence education program for young people ages 12 to 18. Northwest Family Services is contracting with the Health Department who is able and prepared to provide such services as required by this grant for the "Community Abstinence Project of Oregon."

RENEWAL: ☐ PREVIOUS CONTRACT #(S):

RFP/BID:

RFP/BID DATE:

EXEMPTION #:

ORS/AR #:

EFFECTIVE DATE:

EXPIRATION DATE:

CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert#

or ☐ Self Cert ☒ Non-Profit ☐ N/A

(Check all boxes that apply)

Contractor Northwest Family Services (NWFS)

Rose Fuller, Executive Director

Address 4805 NE Glisan Street

Remittance address

City/State Portland, Oregon

(If different)

ZIP Code 97213

Payment Schedule / Terms

Phone 503-215-6377

☐ Lump Sum \$

☐ Due on Receipt

Employer ID# or SS# 93-0841022

☒ Monthly \$ See Below

☐ Net 30

Contract Effective Date 7/1/03 Term Date 6/30/06

☐ Other \$

☐ Other

Amendment Effect Date New Term Date

☐ Requirements Funding Info:

Original Contract Amount \$1,183,491

Original Requirements Amount \$

Total Amt of Previous Amendments \$

Total Amt of Previous Amendments \$

Amount of Amendment \$

Requirements Amount Amendment \$

Total Amount of Agreement \$ \$1,183,491

Total Amount of Requirements \$

REQUIRED SIGNATURES:

Department Manager

DATE 8/7/03

Purchasing Manager

DATE

County Attorney

DATE 8/27/03

County Chair

DATE 9/8/03

Sheriff

DATE

Contract Administration

DATE 9/4/03

COMMENTS: NWFS will pay County for performance of services as follows: 1) Monthly upon receipt of an Itemized invoice & a monthly report listing program activities & who have received services under this contract. Payment terms shall be net 30 days; 2) NWFS will pay County per invoice for the duration of the project.

MEMORANDUM

Date: August 4, 2003
To: Diane M. Linn, Multnomah County Chair
Via: Lillian Shirley, Health Department Director
From: Kathy Norman, Program Manager
Subject: Contract #0310468 with Northwest Family Services

HONOR CULTURE, CELEBRATE DIVERSITY AND INSPIRE QUALITY

Recommendation: The Health Department is requesting approval for Contract #0310468 with Northwest Family Services for the period July 1, 2003 through June 6, 2006. The effective date of this contract shall be the date on which each party has signed this contract and shall apply retroactively to July 1, 2003.

Analysis: The Northwest Family Services received a grant from the Department of Health and Human Services Health Resources and Services Administration, entitled "Community Abstinence Project of Oregon. The Health Department is able and prepared to provide such services as specified in the goals, objectives, and activities described in the Grant proposal entitled "Community Abstinence Project of Oregon (CFDA #93-110 and HRSA #03-058 CBAE)

Financial Impact: The Northwest Family Services will reimburse the Health Department in the amount not to exceed \$1,183,491 over the three (3) year project period.

MULTNOMAH COUNTY SERVICES CONTRACT
CONTRACT NO. 0310468

Contract for SPRANS Community-based Abstinence Education Project Grant Program Services
Grant No. 1 HID MC 00908

This CONTRACT is between NORTHWEST FAMILY SERVICES, a non-profit corporation in the State of Oregon, 4805 N.E. Glisan Street, Portland, Oregon 97213, hereafter referred to as "N.W.F.S.," and MULTNOMAH COUNTY, acting by and through its Health Department, hereafter referred to as "COUNTY."

WITNESSETH

WHEREAS, N.W.F.S. received grant no. 1 HID MC 00980 from the Department of Health and Human Services Health Resources & Services Administration for the period of July 1, 2003 through June 30, 2006 for the purpose of helping communities develop and implement abstinence education programs for young people ages 12 to 18; and

WHEREAS The COUNTY is able and prepared to provide such services as specified in the goals, objectives, and activities described in the grant proposal entitled, "Community Abstinence Project of Oregon (CFDA#93-110 and HRSA #03-058 CBAE).

NOW THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM: This contract shall become effective retroactively to July 1, 2003, and shall expire June 30, 2006, unless sooner terminated under the provisions hereof. This contract becomes effective upon full execution of both parties.

2. RESPONSIBILITIES OF THE COUNTY: The COUNTY agrees to:

Follow the following Programmatic Specific Terms of the Grant:

- A. Curricula developed or selected for implementation in the SPRANS Community-based Abstinence Education Project Grant Program are expected to be responsive to the eight elements of the Section 510 abstinence education definition (see: <http://www.mchb.hrsa.gov/programs/adolescents/abstinence.htm>).
- B. Project activity may not be inconsistent with any aspect of the Section 510 abstinence education definition.
- C. Projects must clearly and consistently focus on the designated definition of "abstinence education" and applicants must agree not to provide a participating adolescent any other education regarding sexual conduct in the same setting.
- D. Grantees may not teach or promote religion in their approved SPRANS Community-based Abstinence Education projects during the time and setting of project activities.

- E. Presentations, verbal reports, publications (i.e., pamphlets, journal articles, reports, books teaching guides) or audiovisuals (i.e. posters, slides, video clips, film) or other materials that result from activities of this project should show program attribution. The following wording is recommended, "supported in part by project No.1 HID MC 00908 from the Community Based Abstinence Education Program, MCHB, Health Resources and Services Administration, Department of Health and Human Services.
- F. Conduct abstinence education in Multnomah County reaching approximately 4,000 eighth graders and 2,700 high school youth. Parents of middle school youth will receive abstinence information and parent training will be offered.
- G. Collect data and monthly provide non-identifying data related to the performance measures and the goals, objectives, and activities specified in the above mentioned grant application.
- H. Provide monthly financial and activity reports to N.W.F.S. along with a copy of the A133 annual audit within six months of the close of its fiscal year for each year of the grant.

3. RESPONSIBILITIES OF N.W.F.S.

- A. Provide a contact person to serve as a liaison to COUNTY regarding Contract services.
- B. Monitor the progress of this project for compliance with the terms and conditions of the grant proposal.
- C. Make known any conditions related to the grant that the COUNTY needs in order to fulfill its obligations.
- D. Conduct necessary program and fiscal reporting to fulfill the requirements of the grant.

4. COMPENSATION

Total payment for the three (3) year period is not to exceed \$1,183,491. (See attached line item budget as Exhibit B) N.W.F.S. agrees to pay COUNTY for the performance of those services provided hereunder, which payment shall be based on the following terms:

- A. N.W.F.S. will pay COUNTY monthly upon receipt of an itemized invoice and a monthly report listing the program activities and who have received services under this Agreement. Payment terms shall be net thirty (30) days.
 - B. N.W.F.S. will pay COUNTY per invoice for the duration of the project.
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STANDARD CONDITIONS

1. INDEPENDENT CONTRACTOR STATUS

N.W.F.S. is an independent contractor and is solely responsible for the conduct of its programs. N.W.F.S., its employees and agents shall not be deemed employees or agents of the COUNTY.

2. INDEMNIFICATION

COUNTY shall indemnify, defend and hold harmless, N.W.F.S., its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting or arising out of the acts, errors or omissions of COUNTY, its assignees, subcontractors, agents or employees under this Contract within the limits of OTCA. N.W.F.S. agrees to hold COUNTY harmless for all damages, claims, suits or actions resulting or arising out of the activities of N.W.F.S., its employees, agents or any subcontractor, who are under the direct supervision and control of N.W.F.S.

3. LIABILITY INSURANCE

- A. COUNTY is self-insured for workers' compensation and general, auto and professional liability, in accordance with the provisions of ORS 30.270 (Tort Claims Act) and ORS 656.403 (Workers Compensation). COUNTY maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. COUNTY's exposure for general, auto and professional liability is limited by ORS 30.270 to \$50,000 property damage, \$100,000 personal injury per person and \$500,000 total damages per occurrence.
- B. Attached to this contract and incorporated herein as part of this contract is a letter outlining "Multnomah County's Self- Insurance Program" coverages (Exhibit B).
- C. Any property and equipment purchased or received by COUNTY under this contract must be insured by COUNTY against fire, theft and destruction at replacement cost throughout its useful life.
- D. Failure to maintain current insurance, bonding and the proper endorsements may be cause for immediate termination of this Contract.

4. SUBCONTRACTS AND ASSIGNMENT

COUNTY shall neither subcontract with others for any of the work prescribed herein, nor assign any of COUNTY's rights acquired hereunder without obtaining prior written approval from N.W.F.S..

5. RECORD CONFIDENTIALITY

COUNTY and N.W.F.S. shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

6. ACCESS TO RECORDS

Each party's authorized representatives shall have access, upon ten(10) working days request, and during regular office hours, to the books, documents, papers and records of the other party which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts.

7. ADHERENCE TO LAW

In connection with their activities under this contract, COUNTY and N.W.F.S. shall comply with all applicable federal, state and local laws, including but not limited to laws, rules, regulations and policies concerning equal employment opportunity, affirmative action, workers' compensation, minimum and prevailing wage requirements, and non-discrimination in service delivery.

8. WAIVER OF DEFAULT

Waiver of default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this contract.

9. MODIFICATION

Any modification to the provisions of this contract, whether initiated by COUNTY or N.W.F.S., shall be reduced to writing and signed by both parties.

10. EARLY TERMINATION

- A. This contract may be terminated prior to the expiration of the agreed-upon term:
 - 1) Immediately by mutual written consent of the parties or at such time as the parties agree; or
 - 2) By either party upon thirty (30) days' written notice to the other, delivered by certified mail or in person.
- B. Payment to COUNTY will be prorated and will include all services provided through the day of termination and shall be in full satisfaction of all claims by COUNTY against N.W.F.S. under this contract.
- C. Termination under any provision of this paragraph shall not affect any right, obligation or liability of COUNTY or N.W.F.S. which accrued prior to such termination.
- D. Any notice provided for in this contract shall be served upon COUNTY by delivery to Director, Multnomah County Health Department, 1120 SW 5th Ave, 14th floor, Portland, Oregon 97204.

11. NOTICE OF LITIGATION

Each party shall give the other immediate notice in writing of any action or suit filed or any claim made against that party which may result in litigation in any way related to this contract.

12. OREGON LAW AND FORUM

This contract shall be construed and governed according to the laws of the State of Oregon.

13. **INTEGRATION**

This Contract contains the entire contract between the parties pertaining to its subject matter and supersedes all prior written or oral discussions or contracts.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers.

MULTNOMAH COUNTY, OREGON

By Kathy Norman
Kathy Norman, Program Manager

Date 8-5-03

By Lillian Shirley/ag
Lillian Shirley, Health Department Director

Date 8/9/03

NORTHWEST FAMILY SERVICES

By Rose Fuller
Rose Fuller, Executive Director

Date 9/18/03

REVIEWED: APPROVED AS TO FORM:

Agnes Sowle, County Attorney
For Multnomah County, Oregon

By Jacquie A. Weber
Jacquie A. Weber, Assistant County Attorney

Date 8/27/03

DAINE LINN, COUNTY CHAIR
FOR MULTNOMAH COUNTY

BY Daine Linn/SL
COUNTY CHAIR/DESIGNEE

DATE 9/8/03

EXHIBIT A
MULTNOMAH COUNTY SERVICES CONTRACT
Contract No. 0310468

	Year 1	Year 2	Year 3	3-Year Total
1. Salaries and Wages				
Project				
Coordinator/Health				
Educator: Kathy Norman	\$59,900	\$59,900	\$59,900	\$179,700
Middle School				
Abstinence Education				
Specialists: Sharon Grant &				
to be named	\$67,728	\$67,728	\$67,728	\$203,184
High School Abstinence				
Education Specialists: Judy				
McFarland and to be named.	\$67,728	\$67,728	\$67,728	\$203,184
On-call Abstinence				
Education Specialists: To be				
named	\$2,900	\$2,900	2900	\$8,700
Total Salaries and Wages	\$198,256	\$198,256	\$198,256	\$594,768
2. Benefits				
Total Benefits	\$98,678	\$98,678	\$98,678	\$296,034
3. Travel				
Total Travel	\$7,540	\$7,540	\$7,540	\$22,620
4. Equipment	\$0	\$0	\$0	\$0
5. Supplies				
Office Supplies	\$525	\$525	\$525	\$1,575
Instructional Supplies	\$12,250	\$12,250	\$12,250	\$36,750
Total Supplies	\$12,775	\$12,775	\$12,775	\$38,325
6. Contractual	\$0	\$0	\$0	\$0
7. Construction	\$0	\$0	\$0	\$0
8. Other				
Printing	\$4,450	\$4,450	\$4,450	\$13,350

Teen Leader Training	\$3,300	\$3,300	\$3,300	\$9,900
Postage	\$4,600	\$4,600	\$4,600	\$13,800
Telephone	\$2,850	\$2,850	\$2,850	\$8,550
Computer Usage Fee	\$3,625	\$3,625	\$3,625	\$10,875
Student Incentives	\$8,400	\$8,400	\$8,400	\$25,200
Staff Offices and Facilities	\$16,500	\$16,500	\$16,500	\$49,500
Total Other	\$43,725	\$43,725	\$43,725	\$131,175

9. Indirect Costs

Total Indirect Costs	\$33,523	\$33,523	\$33,523	\$100,569
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10. Total Project Costs

Personnel	\$198,256	\$198,256	\$198,256	\$594,768	
Fringe Benefits	\$98,678	\$98,678	\$98,678	\$296,034	
Travel	\$7,540	\$7,540	\$7,540	\$22,620	
Equipment	\$0	\$0	\$0	\$0	
Supplies	\$12,775	\$12,775	\$12,775	\$38,325	
Contractual	\$0	\$0	\$0	\$0	
Construction	\$0	\$0	\$0	\$0	
Other	\$43,725	\$43,725	\$43,725	\$131,175	\$321,409
Total Direct Costs	\$360,974	\$360,974	\$360,974	\$1,082,922	\$33,523
Total Indirect Costs	\$33,523	\$33,523	\$33,523	\$100,569	
Total Project Costs	\$394,497	\$394,497	\$394,497	\$1,183,491	



EXHIBIT B

MULTNOMAH COUNTY, OREGON

COUNTY**COMMISSIONERS**

DIANE LINN, CHAIR
MARIA ROJO DESTEFFEY,
DISTRICT #1
SERENA CRUZ, DISTRICT #2
LISA NAITO, DISTRICT #3
LONNIE ROBERTS, DISTRICT #4

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES**PROPERTY & LIABILITY PROGRAMS, RISK MANAGEMENT, FINANCE DIVISION**

MULTNOMAH BUILDING
501 SE HAWTHORNE BLVD. 4TH
FLOOR
PO BOX 14700
PORTLAND, OR 97293-0700
PHONE (503) 988-5851
FAX (503) 988-5725

July 30, 2003

Rose Fuller
Executive Director
Northwest Family Services
4805 NE Glisan Street
Portland, OR 97213

Re: Multnomah County – Self-Insured Program

Dear Ms. Fuller:

The purpose of this letter is to inform you of Multnomah County's insurance program. Multnomah County does not carry liability or workers' compensation insurance. The County is self-insured in accordance with the provisions of ORS 30.270 (Oregon Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which they are self-insured. The County's exposure for liability is limited by statute to \$50,000 property damage, \$100,000 personal injury per person, and \$500,000 total damages per occurrence.

Please let me know if you have any questions. My number is (503) 988-5851.

Sincerely,

Helen Barkley
Property & Liability Programs, Risk Management
Finance Division, Department of Business & Community Services