

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Pre-approved Contract Boilerplate (with County Attorney signature)  Attached  Not Attached Contract #: 0607107  
Amendment #: \_\_\_\_\_

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Expenditure Contract
<input type="checkbox"/> PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input checked="" type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> <b>INTER-DEPARTMENTAL AGREEMENT (IDA)</b>

Department: Health Division/Program: Health Research & Assessment Date: 07/23/07  
 Originator: Haiou He Phone: 971-673-0600 Bldg/Room: 125/550  
 Contact: LaRisha Baker Phone: x27499 Bldg/Room: 167/210

Description of Contract: Multnomah County will participate in "Bringing Everyone Along" reaching smokers with mental health and substance abuse disorders

RENEWAL:  PREVIOUS CONTRACT #(S) \_\_\_\_\_ EEO CERTIFICATION EXPIRES \_\_\_\_\_

PROCUREMENT, EXEMPTION OR CITATION # \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

CONTRACTOR IS:  MBE  WBE  ESB  QRF State Cert# \_\_\_\_\_ or  Self Cert  Non-Profit  N/A (Check all boxes that apply)

Contractor	OHSU	Remittance address (If different)	Diane Sharon, Grants & Contracts Administrator
Address	2525 SW 1 <sup>st</sup> Ave., Suite 125	Payment Schedule / Terms:	
City/State	Portland, OR	<input type="checkbox"/> Lump Sum	<input type="checkbox"/> Due on Receipt
ZIP Code	97201	<input type="checkbox"/> Monthly	<input type="checkbox"/> Net 30
Phone	(503) 494-4854	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Employer ID# or SS#		<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Contract Effective Date	01/01/07	Term Date	09/30/07
Amendment Effect Date		New Term Date	
Original Contract Amount	\$ 33,858	Original PA/Requirements Amount	\$
Total Amt of Previous Amendments	\$	Total Amt of Previous Amendments	\$
Amount of Amendment	\$	Amount of Amendment	\$
Total Amount of Agreement	\$ 33,858	Total PA/Requirements Amount	\$

**REQUIRED SIGNATURES:**

Department Manager: Jillian Shirley / WS DATE: 7/24/07  
 County Attorney: Jacqueline A. Weber DATE: 06/28/07  
 CPCA Manager: Karl H. [Signature] DATE: 7/3/07  
 County Chair: Ted Wheeler DATE: 8/3/07  
 Sheriff: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Contract Administration: Alan [Signature] DATE: 8.3.07

COMMENTS: \_\_\_\_\_

NO INSURANCE REQUIREMENTS.

**BAKER LaRisha R**

---

**From:** WEBER Jacquie A  
**Sent:** Thursday, June 28, 2007 11:17 AM  
**To:** BAKER LaRisha R  
**Subject:** FW: RE: Contract changes

LaRisha, I have yellow highlighted one paragraph where the subawardee/university is a bit confused - the subawardee is agreeing to consult with itself. Once this paragraph is corrected, **this contract may be circulated for signature.**

---

**From:** BAKER LaRisha R  
**Sent:** Friday, June 22, 2007 8:44 AM  
**To:** WEBER Jacquie A  
**Subject:** FW: RE: Contract changes

*Hi Jacquie,*

*Attached please find an agreement with OHSU for the County to receive funding to reach smokers with mental health and substance abuse disorders. Dates of service are 01/01/07 - 09/30/07 and the dollar amount is \$33,858.....Thanks, LaRisha x27499*

-----Original Message-----

**From:** HE Haiou  
**Sent:** Tuesday, May 29, 2007 2:42 PM  
**To:** BAKER LaRisha R; dants@ohsu.edu  
**Subject:** Fwd: RE: Contract changes

Hi Shellye,

Thank you for the revision. I am going to forward this to LaRisha, our contract contact person. She will take it to our lawyer for review. I'll get back to you as soon as I hear back from her.

Thanks again,  
Haiou

>>> "Shellye Dant" <dants@ohsu.edu> 5/29/2007 9:04 AM >>>

Hi there...I have revised this per our phone conversation. You actually had the "Attachment A's"..they were at the end..she just didn't label them. So I revised that as well.

Take a quick peek and if you think it is ok, I will have my boss sign and get this out in the mail to you today.

Shellye

07/23/2007

>>> "Haiou HE" <Haiou.He@state.or.us> 5/24/2007 3:25:20 PM >>>

Hi Shellye,

Attached please find the scanned contract. Can you give me a call after you have a chance to review it? Some of the information in the contract is not accurate. I mentioned it to Sharon before, not sure if she has taken care of the changes.

Thanks for your help!

Haiou He  
971-673-0600

>>> "Shellye Dant" <dants@ohsu.edu> 5/24/2007 7:26 AM >>>

Hi Haiou...I am sorry I hadn't had a chance to get to this...I will right now. Could you please tell me who our PI is and maybe a contract # or even if you could scan and send me what we sent you. Since this isn't my normal department I am kind of in the dark!!

Thanks again..and again, I am sorry!  
Shellye

>>> "Haiou HE" <Haiou.He@state.or.us> 5/23/2007 4:37 PM >>>  
Hi Shelly,

Just wondering if you've received my previous email (copied below). Can you please give me and our contract contact person LaRisha an update regarding the attachment A?

Thanks,  
Haiou

>>> "Haiou.He@state.or.us" 05/03/07 12:18 >>>  
Hi Shelly,

Thanks in advance for your help. Let me know if you need additional information.

Haiou He  
Research and Evaluation Supervisor  
Multnomah County Health Department  
(971)673-0600  
[haiou.he@state.or.us](mailto:haiou.he@state.or.us)

>>> "Diane Sharon" <sharond@ohsu.edu> 5/3/2007 11:19 AM >>>  
Hello,

I will be out of the office starting Wednesday, May 2nd through Friday, June 15th.  
I will return to work on Monday, June 18th. I will be out on medical leave.

My departments have been re-assigned to my co-workers. Please contact

07/23/2007

the front desk at 503-494-7784 and you will be directed to the correct person.

Thank you!  
Diane S.

Diane M. Sharon  
Grants & Contracts Administrator  
Research Grants & Contracts  
Oregon Health & Science University  
3181 SW Sam Jackson Park Rd - L106  
Portland, OR 97201  
503-494-4854 voice  
503-494-7787 fax  
503-494-7787 (FAX)  
sharond@ohsu.edu

>>> "Haiou.He@state.or.us" 05/03/07 11:18 >>>

Hi Diane,

Our contract contact person LaRisha asks me to send her the Attachment A of the contract. I don't think I have the Attachment A in the contract you sent me. Could you please send me the attachment if you have it electronically? You can also send it to LaRisha directly. I am copying her in this email.

Thanks,  
Haiou

>>> "BAKER LaRisha R" <larisha.r.baker@co.multnomah.or.us> 5/1/2007 3:21 PM >>>

Hi Haiou,

Attachment A was not included. Can you forward it to me please. Also, can you give a brief description of this agreement.....Thanks,  
LaRisha

-----Original Message----- From: HE Haiou Sent: Monday, April 02, 2007 2:17 PM To: BAKER LaRishaR Subject: Fwd: Contract changes  
Hi LaRisha,

We have a new contract from OHSU. Attached is the draft contract prepared by OHSU's contract unit and the CRF. Let me know if you have any questions.

Thanks,  
Haiou >>> "Diane Sharon" <sharond@ohsu.edu> 3/30/2007 9:59 AM >>>  
Please see attached

Diane M. Sharon Electronic Grants & Contracts Administrator Research  
Grants & Contracts Oregon Health & Science University 3181 SW Sam Jackson  
Park Rd - L106 Portland, OR 97201 503-494-4854 voice 503-494-7787 fax  
503-494-7787 (FAX) sharond@ohsu.edu

07/23/2007

This Agreement is by and between the Oregon Health & Science University at 3181 SW Sam Jackson Park Road, Portland, Oregon (hereinafter referred to as the UNIVERSITY) and Multnomah County, at 800 NE Oregon St., Suite #550, Portland, OR (hereinafter referred to as SUBAWARDEE) Witnesseth:

Whereas, the American Legacy Foundation (hereinafter referred to as SPONSOR) has awarded University a grant for support of the project entitled "Bringing Everyone Along: Reaching Smokers with Mental Health and Substance Abuse Disorders";

Whereas, the SUBAWARDEE has proposed to collaborate with the UNIVERSITY as detailed in the Grant Application referenced above;

Whereas, the SUBAWARDEE has skilled personnel and facilities available to undertake such project;

Now therefore, the parties agree to the following conditions:

**Article 1. Scope of Work**

Performance of the work shall be as described in Attachment A, which by this reference is made a part of this Agreement.

**Article 2. Period of Performance**

The period of performance of this Agreement shall be January 1, 2007, through September 30, 2007 unless amended by written mutual agreement.

**Article 3. Scientific Personnel**

The UNIVERSITY'S Principal Investigator is Wendy Bjornson, M.P.H. who is responsible for coordinating the research efforts under this project. The UNIVERSITY'S Principal Investigator is not authorized to amend or alter this Agreement.

Barbara Pizacani shall be responsible for the conduct of the research under this Agreement for the SUBAWARDEE. The SUBAWARDEE shall not replace Dr. Pizacani without prior written approval from the UNIVERSITY.

**Article 4. Allowable Costs**

This is a cost reimbursement agreement. The amount authorized will cover direct costs and

associated indirect costs of the research.

**Article 5. Estimated Cost and Expenditure Limitations**

The UNIVERSITY shall reimburse the SUBAWARDEE for actual expenses incurred in the performance of this Agreement up to \$33,858 for the budget period of January 1, 2007 through September 30, 2007 unless amended by written mutual agreement.

**Article 6. Facilities & Administrative Costs (F&A)**

Funds for facilities & administrative costs have been allotted.

**Article 7. Limitations on the Use of Grant Funds**

Funds given pursuant to this Agreement shall be used solely for the purposes specified in the Scope of Work (Attachment A).

**Article 8. Carry Forward of Funds**

SUBAWARDEE may not carry forward funds without prior approval. Requests to carry forward funds shall be in writing and directed to the UNIVERSITY'S contact, as listed under Article 23, Notices. UNIVERSITY shall provide administrative endorsement and shall forward the request to the SPONSOR.

**Article 9. Budget**

Expenditures of the grant funds must adhere to the specific line items in the SUBAWARDEE'S approved grant budget. Transfers among line items (increases and decreases) in excess of 5% of the total approved annual grant award are permitted only with the express written consent of the UNIVERSITY. All transfers among line items for staff salaries and benefits, equipment, and indirect costs (increases and decreases) are permitted only with the express written consent of the UNIVERSITY. Grant expenditures must be incurred during the period under which support is approved unless a no-cost extension or carry-forward is approved by the UNIVERSITY.

**Article 10. Terms of Payment**

The SUBAWARDEE will submit vouchers to the UNIVERSITY for reimbursement of all allowable direct costs at least quarterly, but not more often than monthly, in triplicate to the following address:

Oregon Health & Science University  
Office of Sponsored Projects  
2525 S.W. 1<sup>st</sup> Avenue, Suite 220  
Portland, Oregon 97201

The vouchers must be in sufficient detail to indicate clearly the nature of all expenses in the format

of the approved budget, Attachment A, which, by this reference, is made a part of this Agreement. The vouchers must reference the UNIVERSITY Subaward number.

The final voucher must be submitted no later than 45 days after termination of this Agreement and must be clearly marked "FINAL".

#### **Article 11. Independent Contractor**

The SUBAWARDEE is an independent contractor. No provision of this contract shall be deemed to constitute the SUBAWARDEE or any agent or employee of the SUBAWARDEE as an agent or employee of the UNIVERSITY. The SUBAWARDEE agrees that it has entered into this contract and will discharge its obligations, duties, and undertakings and the work pursuant thereto whether requiring professional judgment or otherwise as an independent SUBAWARDEE and without liability on the part of the UNIVERSITY.

#### **Article 12. Performance Report**

The SUBAWARDEE shall provide to the UNIVERSITY'S Principal Investigator any reports that UNIVERSITY may request during the period of performance. At the end of the budget period a narrative report which includes progress made in regards to scope of work and a financial report showing actual expenditures will be required.

#### **Article 13. Public Reporting**

The SUBAWARDEE will report this grant, if made, in its next Annual Report. The SUBAWARDEE does not usually issue press releases on individual grants (it does issue a press release on groups of grants and contracts being awarded); however, should the SUBAWARDEE elect to do so, it would discuss the press release with the UNIVERSITY in advance of dissemination. The SUBAWARDEE may issue its own press announcement but shall seek approval of the announcement from The UNIVERSITY before distribution. In addition, The SUBAWARDEE will be asked to review and approve a program summary, which will be used by the UNIVERSITY to respond to inquires regarding The SUBAWARDEE'S activities and for public information purposes. The UNIVERSITY may release special report on SUBAWARDEE efforts during or following the grant award period. The SUBAWARDEE'S approval shall not be unreasonably withheld.

The SUBAWARDEE shall send to the UNIVERSITY copies of all papers, manuscripts and other informational materials (collectively, "Informational Materials") that it produces in connection with the project supported by the UNIVERSITY, before disturbing any such Informational Materials to the public. All Informational Materials produced by the SUBAWARDEE shall prominently make reference to the facts that (a) the UNIVERSITY has provided financial support for the SUBAWARDE'S project, in whole or part, as the case may be; and (b) the SUBAWARDEE'S Informational Materials do not necessarily represent the views

of the UNIVERSITY, UNIVERSITY staff, or it's Board of Directors.

**Article 14. Copyright and UNIVERSITY Use of Data**

Except as may otherwise be provided in Section 13 hereof, all copyright interests in materials produced as a result of this grant are owned by the SUBAWARDEE. The SUBAWARDEE hereby grants to the UNIVERSITY a nonexclusive irrevocable, perpetual, royalty-free license to reproduce, publish, copy, alter, or otherwise use and to license others to use any and all such materials, including any and all data collected in connection with the grant in any and all forms in which said data are fixed.

**Article 15. Audits**

All costs reimbursed for the performance of this Agreement will be subject to audit by the UNIVERSITY'S Financial Officer and the Sponsor.

SUBAWARDEE shall maintain supporting documentation of all charges and expenditures under this Agreement for audit purposes of all invoices submitted to UNIVERSITY for reimbursement. SUBAWARDEE agrees to maintain records reflecting the time and percentage of effort of personnel employed under this Agreement. The books, records, and documentation of SUBAWARDEE, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three years from the date of final payment.

**Article 16. Inspection**

Designated Representatives of the UNIVERSITY shall have the right to inspect and review the progress of the work performed pursuant to this Agreement. All reasonable facilities, including access to relevant data, test results and computations used or generated under this Agreement shall be made available when such inspections are conducted. Inspections shall be conducted in a manner as to not unduly delay the progress of the work and the UNIVERSITY shall give the SUBAWARDEE reasonable notice prior to conducting any such inspections.

**Article 17. Indemnification**

The SUBAWARDEE agrees to defend, indemnify, and hold the UNIVERSITY and its officers, employees, and agents, harmless from and against any and all liability, loss expense, or claim for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorney's fees, or claim for injury or damages are caused by or result from the negligent or intentional acts of the SUBAWARDEE, subject to the terms and conditions of the Oregon Tort Claims Act (ORS 30.260-30.300) and the limitations

imposed by the Oregon Constitution, Article XI, Section 7.

The UNIVERSITY agrees to defend, indemnify, and hold the SUBAWARDEE and its officers, employees, and agents, harmless from and against any and all liability, loss expense (including reasonable attorney's fees), or claim for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorney's fees, or claim for injury or damages are caused by or result from the negligent or intentional acts of the UNIVERSITY, subject to the terms and conditions of the Oregon Tort Claims Act (ORS 30.260-30.300).

#### **Article 18. Subawards**

It is understood that the SUBAWARDEE shall not subaward any of the research effort required under this Agreement without prior written approval of the UNIVERSITY.

#### **Article 19. Modifications**

The parties agree that the terms and provisions of this Agreement may only be altered or changed through the creation of a written modification, signed and executed by the parties hereto.

#### **Article 20. Notification of Changes**

SUBAWARDEE shall promptly notify the UNIVERSITY in writing within thirty (30) days of any of the following: change in key personnel, change in address or phone number any other development that significantly affects the operation of the project.

#### **Article 21. Termination**

This Agreement may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice. This termination must be in writing and delivered by certified mail or in person. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. If SUBAWARDEE is located in a foreign country, notice of termination will be delivered via registered mail.

#### **Article 22. Certifications**

1. Laboratory Animals: If SUBAWARDEE uses warm blooded animals in its performance of this work, it will comply with the applicable portions of the Animal Welfare Act (7 U.S.C. 2131 et. seq.) and will follow the guidelines prescribed in the Health Research Extension Act of 1985, P.L. 99-158 "Animals in Research".

2. Human Subjects: The SUBAWARDEE agrees that the rights and welfare of human subjects will be protected in accordance with policies established under the Code of Federal Regulations, 45 CFR 46 Part A and 45 CFR 689, "Protection of Human Subjects," any policies statements issued by DHHS then in effect, and have on file with DHHS an approved General Assurance. The SUBAWARDEE shall bear full responsibility for the proper and safe performance of all work and services involving the use of human subjects under this contract.

Human Subjects Training: If use of human subjects is required in the performance of this Agreement, SUBAWARDEE certifies that key personnel involved in the performance of this Agreement have completed a human subjects training program in accordance with the NIH Guide to Grants and Contracts published June 5, 2000 (revised August 25, 2000).

3. Recombinant DNA Molecules: SUBAWARDEE agrees that any recombinant DNA research to be conducted under this Agreement must conform to all provisions of the most recent Federal and/or state guidelines for research involving DNA molecules including the requirements of the NIH Grants Policy Statement (March, 2001).
4. Misconduct in Science: SUBAWARDEE certifies that it has established administrative or other policies for dealing with and reporting possible misconduct in science.
5. Debarment, Suspension: SUBAWARDEE certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
6. Conflict of Interest: SUBAWARDEE agrees to ensure that standards and procedures are established to protect the design, conduct and reporting of research from conflicting financial interests of investigators. Any incidence of non-compliance with these standards and procedures on the part of investigators involved in activities sponsored by this subcontract shall be reported to the UNIVERSITY.

If SUBAWARDEE determines at any time during the period of performance that one or more investigators participating in the design, conduct, or reporting of research has or may appear to have a significant financial conflict of interest, SUBAWARDEE must inform UNIVERSITY of the existence of this real or apparent significant financial conflict of interest and must provide UNIVERSITY with a copy of the plan to manage that conflict.

If SUBAWARDEE does not have established standards and procedures in place for protecting

the design, conduct and reporting of research from conflicting financial interests of investigators, SUBAWARDEE may delegate the responsibility to the UNIVERSITY. If SUBAWARDEE chooses to so delegate these responsibilities to the UNIVERSITY, SUBAWARDEE must indicate this delegation in writing and submit that delegation to UNIVERSITY representative, identified in Article 8, Notices. Upon delegation, SUBAWARDEE agrees that SUBAWARDEE'S investigators who are participating in the study will complete UNIVERSITY'S procedures to ensure protection in the design, conduct and reporting of research from conflicting financial interests.

**Article 23. Refusal of Funds for Tobacco-Relate Entities**

The SUBAWARDEE agrees that it shall not accept any grant or anything else of value from any tobacco manufacturer, distributor or other tobacco-related entity.

**Article 24. Notices**

All notices required to be given under this Agreement shall be in writing and sent to the party as indicated below: TO UNIVERSITY

Diane Sharon, Grants & Contracts Analyst  
Research Grants & Contracts  
Oregon Health & Science University, Mail Code: L106  
3181 S.W. Sam Jackson Park Road  
Portland, Oregon 97201-3098

TO SUBAWARDEE

Haiou He  
Multnomah County  
800 NE Oregon St.  
Suite #550  
Portland, OR 97232

**THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN UNIVERSITY AND SUBAWARDEE. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF BOTH ORGANIZATIONS.**

Approved and Agreed:

OREGON HEALTH & SCIENCE UNIVERSITY

SUBAWARDEE

By:  8/2/07  
Deborah Golden-Eppelein Date  
Acting Director, Research Grants and Contracts

 7/24/07  
(Signature of Institutional Official) Date

ACTING FOR

Lillian Shirley

(Printed Name)

Health Department Director

(Title)

Jacqueline A. Weber 06/28/07  
(Signature of Institutional Official) Date

Assistant County Attorney

(Title)

**Attached A**

**Contract No. 0607107  
Scope of Work**

Bringing Everyone Along, Reaching Smokers with Mental Health and Substance Abuse Disorders:

Year 1

Barbary Pizacani Ph. D. will perform the following services:

- A. Serve as the program evaluator approximately two days per month for eight months.
- B. Help develop and evaluate baseline survey and telephone interviews and data
- C. Help supervise a survey interviewer
- D. Will be reimbursed at the rate of \$100 per hour for up to 138 hours of evaluation and analysis services

Nikhilesh (Nik) Desai will perform the following services:

- A. Serve as the interviewer approximately five days per month for eight months.
- B. Complete 20-30 interviews and assist in data analysis and report development.
- C. Will be reimbursed at the rate of \$50 per hour for up to 323 hours for interview, data analysis and report development services.