

# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 605, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308  
PAULINE ANDERSON • DISTRICT 1 • 248-5220  
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219  
RICK BAUMAN • DISTRICT 3 • 248-5217  
SHARRON KELLEY • DISTRICT 4 • 248-5213  
JANE McGARVIN • Clerk • 248-3277

AGENDA OF  
MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
FOR THE WEEK OF  
August 28 - September 1, 1989

Tuesday, August 29, 1989 - 9:30 AM - Informal Briefing. . Page 2  
Tuesday, August 29, 1989 - 1:30 PM - Informal Meeting . . Page 3  
Thursday, August 31, 1989 - 9:00 AM - Executive Session . Page 4  
                                  9:30 AM - Formal Meeting  
                                  12:00 PM - Work Session

-2-

Tuesday, August 29, 1989 - 9:30 AM

Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

1. Presentation about METRO's parks and infrared projects -  
Mel Huie, Mike Hauck.

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

-3-

Tuesday, August 29, 1989 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL

1. Informal Review of Bids and Requests for Proposals:
2. Informal Review of Formal Agenda of August 31, 1989

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

NOTE CHANGE OF TIME

Thursday, August 31, 1989, 9:00 AM

Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

Executive Session regarding Real Estate Transactions (allowed per  
ORS 192.660(1)(e))

9:30 AM

Formal Agenda

REGULAR AGENDA

DEPARTMENT OF HUMAN SERVICES

- App.*
- R-1 In the matter of ratification of an Intergovernmental Agreement with Oregon State Health Division whereby the State Public Health Laboratory will continue to test blood of County clients for Hepatitis A and Hepatitis B for period July 1, 1989 to June 30, 1990
  - R-2 In the matter of the ratification of an Intergovernmental Agreement with State Community Services (SCS) for \$1,740,492 in various SCS funds to provide community services and weatherization services on a Countywide basis during various periods in FY 89-90; and amendment to the contract reallocating \$5,712 in Emergency Community Services Block Grant funds and \$35,414 in State Homeless Assistance Program funds from program to administration
  - R-3 In the matter of ratification of an Intergovernmental Revenue Agreement between Multnomah County Social Services Division and City of Portland whereby City will provide \$40,000 to cover partial costs in maintaining staff support for the Regional Drug Initiative for the term July 1, 1989 to June 30, 1990
  - R-4 Budget Modification DHS #4 to increase Social Services Division A & D budgets, various line items for a net total of \$12,226 to reflect actual revenue from City of Portland for Regional Drug Initiative

- APR
- R-5 In the matter of ratification of an Intergovernmental Agreement with Oregon Health Sciences University whereby the University will continue to provide physicians for \$120 per half day clinics at County's T.B. clinic for period July 1, 1989 through June 30, 1990
  - R-6 In the matter of ratification an Intergovernmental Personal Services Agreement between Oregon Health Sciences University and the Developmental Disabilities program office whereby the County will pay for psychiatric evaluation for Developmentally Disabled clients referred by case managers at established rates for the period August 18, 1989 through June 30, 1990
  - R-7 In the matter of ratification of a work study agreement between the University/Community Action Program of the University of Oregon and the Developmental Disabilities program office whereby County will contribute \$3,420 for a work study student for the period September 19, 1989 through June 8, 1990.
  - R-8 In the matter of ratification of an Intergovernmental Agreement with the City of Portland, Energy Office, for \$153,500 in funds to provide weatherization services through the Block-By-Block (BBB) program during the period August 16, 1989, through June 30, 1990
  - R-9 In the matter of ratification of an Intergovernmental Agreement with the State Adult and Family Services Division whereby the County agrees to continue to administer the "Physician Care Organization Agreement" and agrees to various amendments for period October 1, 1989 through September 30, 1990.
  - R-10 In the matter of ratification of a grant award from Department of Health and Human Services, Family Support Administration, Office of Community Services (OCS) for the period of July 1, 1989 to June 30, 1991 for the County to conduct a Homeless Family Self-Sufficiency Demonstration Project.

DEPARTMENT OF JUSTICE SERVICES

- APR
- R-11 In the matter of ratification of an Intergovernmental Agreement with the State's Portland Motor Pool whereby the County Corrections Counselors in the Community Corrections Division's Intensive Supervision Unit continue using State vehicles; idemnifies the State for the use of three cars by County staff.

- App
- R-12 In the matter of ratification of an Intergovernmental Contract with the City of Portland, Police Bureau to provide services to fingerprint and photograph individuals arrested for crimes for period July 1, 1989 to June 30, 1990.
  - R-13 Resolution in the matter of interjurisdictional effects at Columbia Villa
  - R-14 Liquor License application submitted by Sheriff's Office with recommendation that same be approved for Quick Shop Minit Mart #11, 13076 SE Stark (Package Store - change of ownership)

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-15 In the matter of ratification of an amendment to an Intergovernmental Agreement with the City of Portland whereby an amendment to the 1986 City/County Urban Services Agreement allows the City's Code Enforcement Officer the ability to enforce building code violations in cases originating in the County.
- R-16 In the matter of ratification of the 1989 Community Development Block Grant Contracts as follows for period September 1, 1989 to December 31, 1990: a) City of Gresham (CDBG #89-1) 10th & Linden Waterline Replacement; b) City of Fairview (CDBG #89-2) Reservoir/Waterline improvements; c) City of Wood Village (CDBG #89-3) Hawthorne/Ceder Lane Sanitary Sewer; d) City of Gresham (CDBG #89-5) NE Kane Road Waterline Installation; e) City of Wood Village (CDBG #89-5) 238th Transmission Line, Phase 2

App

DEPARTMENT OF GENERAL SERVICES

- R-17 In the matter of ratification of an Intergovernmental Agreement with North Clackamas School District #12 to use the County's contract for the purchase of Herman Miller furnishings in accordance with Bid No. B43-100-3028.
- R-18 Budget Modification DGS #1 reclassification of six (6) Property Appraiser Supervisors to Program Supervisors in the Assessment & Taxation Division with additional funds coming from salary savings (Continued from August 17)

NONDEPARTMENTAL

*APR* R-19 Proclamation In the matter of proclaiming Saturday,  
September 2, 1989 MADD/Volkswagen DRIVE FOR LIFE day in  
Multnomah County.

12 - 2 PM

WORK SESSION

Continuation of August 24 Work Session - Capital Improvements

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

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subscribers

Friday, 6:00 P.M., Channel 27 for Rogers Multnomah East  
subscribers

Saturday 12:00 PM, Channel 21 for East Portland and East  
County subscribers

0500C.49-55

SUPPLEMENTAL AGENDA

Thursday, August 31, 1989 - 9:00 AM

APP The following matter was inadvertently left off the agenda and will be presented as item R-20 on the regular agenda:

In the matter of ratification of an intergovernmental agreement with the City of Gresham, Oregon Department of Transportation and U.S. Bancorp for the County to commit \$150,000 of road funds for intersection improvements at 181st and Sandy Blvd, as part of the \$1,400,000 worth of public facility improvements for the major economic development project in east county; the U.S. Bancorp processing center.

SUPPLEMENTAL AGENDA

THURSDAY, AUGUST 31, 1989

REQUEST UNANIMOUS CONSENT TO CONSIDER THE FOLLOWING MATTER:

NONDEPARTMENTAL

*App* R-21 Proclamation in the matter of proclaiming the week of  
September 4th to 9th, 1989 as Union Label Week in Multnomah  
County

0500C.57  
CAP



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 605, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
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- R-11 In the matter of ratification of an Intergovernmental Agreement with the State's Portland Motor Pool whereby the County Corrections Counselors in the Community Corrections Division's Intensive Supervision Unit continue using State vehicles; indemnifies the State for the use of three cars by County staff.

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0500C.49-55

## ANNOTATED AGENDA

Thursday, August 31, 1989, 9:00 AM

Multnomah County Courthouse, Room 602

Formal Agenda

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APPROVED

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APPROVED

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APPROVED

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APPROVED

- R-18 Budget Modification DGS #1 reclassification of six (6) Property Appraiser Supervisors to Program Supervisors in the Assessment & Taxation Division with additional funds coming from salary savings (Continued from August 17)

HELD OVER UNTIL FURTHER NOTICE

NONDEPARTMENTAL

- R-19 Proclamation In the matter of proclaiming Saturday, September 2, 1989 MADD/Volkswagen DRIVE FOR LIFE day in Multnomah County.

APPROVED

- R-20 In the matter of ratification of an intergovernmental agreement with the City of Gresham, Oregon Department of Transportation and U.S. Bancorp for the County to commit \$150,000 of road funds for intersection improvements at 181st and Sandy Blvd, as part of the \$1,400,000 worth of public facility improvements for the major economic development project in east county; the U.S. Bancorp processing center.

APPROVED

REQUEST UNANIMOUS CONSENT TO CONSIDER THE FOLLOWING MATTER:

NONDEPARTMENTAL

- R-21 Proclamation in the matter of proclaiming the week of September 4th to 9th, 1989 as Union Label Week in Multnomah County

APPROVED

0657C.1-4  
CAP

BOARD OF COUNTY COMMISSIONERS  
FORMAL BOARD MEETING  
RESULTS

MEETING DATE: 8-31-89

Agenda Item #	Motion	Second	APP/NOT APP
<u>R-1</u>	<u>RB</u>	<u>GK</u>	<u>App</u>
<u>R-2</u>	<u>SK</u>	<u>PA</u>	
<u>R-3</u>	<u>RB</u>	<u>PA</u>	
<u>R-4</u>	<u>RB</u>	<u>PA</u>	
<u>R-5</u>	<u>RB</u>	<u>PA</u>	
<u>R-6</u>	<u>RB</u>	<u>PA</u>	
<u>R-7</u>	<u>RB</u>	<u>GK</u>	
<u>R-8</u>	<u>SK</u>	<u>RB</u>	
<u>R-9</u>	<u>RB</u>	<u>PA</u>	
<u>R-10</u>	<u>SK</u>	<u>PA</u>	
<u>R-11</u>	<u>GK</u>	<u>PA</u>	
<u>R-12</u>	<u>GK</u>	<u>PA</u>	
<u>R-13</u>	<u>GK</u>	<u>RB</u>	
<u>R-14</u>	<u>GK</u>	<u>SK</u>	

Unanimous Consent  
Roll Call + Vote  
8-31-89

	Here	Yes
<del>GM</del>		

PA	/	/
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GK	/	/
----	---	---

RB	/	/
----	---	---

SK	/	/
----	---	---

GM	/	/
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R-21

BOARD OF COUNTY COMMISSIONERS  
FORMAL BOARD MEETING  
RESULTS

MEETING DATE: \_\_\_\_\_

Agenda Item #	Motion	Second	APP/NOT APP
<u>R-15</u>	<u>PA</u>	<u>GK</u>	<u>App</u>
<u>R-16</u>	<u>PA</u>	<u>RB</u>	}
<u>R-17</u>	<u>PA</u>	<u>SK</u>	
<u>R-18</u>	<u>PA</u>	<u>RB</u> <u>Set over to next</u> <u>fill notified</u>	
<u>R-19</u>	<u><del>RB</del></u>	<u>SK</u>	
<u>R-20</u>	<u>RB</u>	<u>PA</u>	
<u>R-21</u>	<u>GK</u>	<u>SK</u> <u>Motion</u> <u>for the Com</u>	}
	<u>GK</u>	<u>SK</u> <u>Motion</u> <u>for date</u>	
	<u>RB</u>	<u>SK-</u>	
	<u>Motion</u>		
	<u>To leave</u>		
	<u>till noon</u>		

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)

Meeting Date 8-31-89

Agenda No. B-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Agreement

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Human Services DIVISION Health

CONTACT Gary Sawyer TELEPHONE 3555

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Scott Clement

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of an Intergovernmental Agreement with Oregon State Health Division whereby the State Public Health Laboratory will continue to test blood of County clients for Hepatitis A and Hepatitis B for period July 1, 1989 to June 30, 1990.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA \_\_\_\_\_

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER \_\_\_\_\_

*Sent to Health Div  
8/31/89*

1989 AUG 22 PM 3:24  
HEALTH DIVISION  
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (pc)

BUDGET / PERSONNEL: \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER \_\_\_\_\_

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



## MULTNOMAH COUNTY OREGON

## CONTRACT APPROVAL FORM

*(See instructions on reverse side)*

FY 89-90

DHS #224

TYPE I

- ☐ Professional Services under \$10,000  
☐ Revenue  
☐ Grant Funding  
☒ Intergovernmental Agreement

Ratified

Aug 31, 1989 R-1

Amendment to above, Number \_\_\_\_\_  
(Original Contract Amount \_\_\_\_\_)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
- ☐ PCRB Contract
- ☐ Maintenance Agreement
- ☐ Licensing Agreement

Amendment to above, Number \_\_\_\_\_  
(Original Contract Amount \_\_\_\_\_)

Contact Person Kennedy Phone 3674 Date 8-10-89

Department Human Services Division Health Bldg/Room 160/8

Description of Contract State will continue to provide Hepatitis testing for County clients, at no charge for screening (prenatal and refugee) and communicable disease (food handlers) purposes. However, State will charge for diagnostic testing.

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

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name State Health Division

Mailing Address 1400 SW Fifth Avenue

Portland, OR 97201

Phone 229-5754

Employer ID# or SS# n/a

Effective Date July 1, 1989

Termination Date June 30, 1990

Total Amount of Agreement \$ requirements

## Payment Terms

- ☐ Lump Sum \$ \_\_\_\_\_
- ☒ Monthly \$ invoice
- ☐ Other \$ \_\_\_\_\_

- ☐ Requirements contract-requisition required  
Purchase Order No. \_\_\_\_\_

Required Signatures:

Department Head Diane Mussy (M)

Date 8/11/59

Purchasing Director \_\_\_\_\_  
(Type II Contracts Only)

Date \_\_\_\_\_

County Counsel [Signature]

Date 8-17-81

Budget Office

Date \_\_\_\_\_

County Executive/Sheriff Gladys McCoy

Date 8/31/89

TRANSACTION CODE		P.O.		AGENCY		PO DATE		m m d d y y		ACCOUNTING PERIOD		m m y y		BUDGET FY		y y		ACTION <input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)	
VENDOR CODE				VENDOR NAME										TOTAL AMOUNT		\$			
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION						AMOUNT	INC/DEC IND			
	102240	156	010	8870 <del>856</del>		6110		399							\$ requirements!				
															\$				
															\$				
															\$				
															\$				



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
HEALTH DIVISION  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3674  
FAX (503) 248-3676

BOARD OF COUNTY COMMISSIONERS  
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## MEMORANDUM

TO: Gladys McCoy  
Multnomah County Chair

VIA: Duane Zussy, Director  
Department of Human Services

FROM: Bill Odegaard, Director  
Health Services Division

DATE: August 10, 1989

SUBJECT: Retroactive Intergovernmental Agreement With State Health Division

Retroactive: This intergovernmental agreement is being submitted late because it was incorrectly assumed that the state health laboratory did not charge for any laboratory tests and therefore it was eliminated from the budget. A recent ~~budget~~ <sup>technical amendment #41</sup> ~~modification~~ reinstated the funds.

Recommendation: The Health Division and the Department of Human Services recommend County Chair and County Board approval of this Intergovernmental Agreement with the State Health Division for the period July 1, 1989 to June 30, 1990.

Analysis: The state health laboratory agrees to continue to test Multnomah County residents for Hepatitis A and Hepatitis B. The state also agrees to not charge for screening (i.e., prenatal and refugee) and communicable disease (i.e., food handlers) blood tests. The state does agree to a fee schedule for blood testing of samples sent from the health clinics for diagnostic purposes. \$6,500 is projected for this expense.

Background: The County has contracted for this service since August 1984.

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)

Meeting Date 8-31-89

Agenda No. R-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Agreement

CLK  
+9

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Human Services DIVISION Health

CONTACT Gary Sawyer TELEPHONE 3555

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Scott Clement

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of an Intergovernmental Agreement with Oregon State Health Division whereby the State Public Health Laboratory will continue to test blood of County clients for Hepatitis A and Hepatitis B for period July 1, 1989 to June 30, 1990.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA \_\_\_\_\_

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: \_\_\_\_\_

BUDGET / PERSONNEL: \_\_\_\_\_ / \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



## MULTNOMAH COUNTY OREGON

## CONTRACT APPROVAL FORM

(See instructions on reverse side)

FY 89-90

## TYPE I

- ☐ Professional Services under \$10,000  
☐ Revenue  
☐ Grant Funding  
☒ Intergovernmental Agreement

Amendment to above, Number \_\_\_\_\_  
 (Original Contract Amount \_\_\_\_\_)

## TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)  
☐ PCRB Contract  
☐ Maintenance Agreement  
☐ Licensing Agreement

Amendment to above, Number \_\_\_\_\_  
 (Original Contract Amount \_\_\_\_\_)

Contact Person Kennedy Phone 3674 Date 8-10-89

Department Human Services Division Health Bldg/Room 160/8

Description of Contract State will continue to provide Hepatitis testing for County clients. at no charge for screening (prenatal and refugee) and communicable disease (food handlers) purposes. However, State will charge for diagnostic testing.

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

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name State Health Division  
 Mailing Address 1400 SW Fifth Avenue  
Portland, OR 97201  
 Phone 229-5754  
 Employer ID# or SS# n/a

Effective Date July 1, 1989

Termination Date June 30, 1990

Total Amount of Agreement \$ requirements

## Payment Terms

- ☐ Lump Sum \$ \_\_\_\_\_  
☒ Monthly \$ invoice  
☐ Other \$ \_\_\_\_\_

☐ Requirements contract-requisition required  
 Purchase Order No. \_\_\_\_\_

## Required Signatures:

Department Head \_\_\_\_\_ Date \_\_\_\_\_

Purchasing Director \_\_\_\_\_ Date \_\_\_\_\_  
 (Type II Contracts Only)

County Counsel \_\_\_\_\_ Date \_\_\_\_\_

Budget Office \_\_\_\_\_ Date \_\_\_\_\_

County Executive/Sheriff \_\_\_\_\_ Date \_\_\_\_\_

TRANSACTION CODE	P O	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
VENDOR CODE		VENDOR NAME			TOTAL AMOUNT	\$					
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/ DEC IND
		156	010	6860		6110		399		\$ requirements	
										\$	
										\$	
										\$	

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

GOLDENROD - BUDGET



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
HEALTH DIVISION  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3674  
FAX (503) 248-3676

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  
Multnomah County Chair

VIA: Duane Zussy, Director  
Department of Human Services

FROM: *Bibi* Odegaard, Director  
Health Services Division

DATE: August 10, 1989

SUBJECT: Retroactive Intergovernmental Agreement With State Health Division

Retroactive: This intergovernmental agreement is being submitted late because it was incorrectly assumed that the state health laboratory did not charge for any laboratory tests and therefore it was eliminated from the budget. A recent budget modification reinstated the funds.

Recommendation: The Health Division and the Department of Human Services recommend County Chair and County Board approval of this Intergovernmental Agreement with the State Health Division for the period July 1, 1989 to June 30, 1990.

Analysis: The state health laboratory agrees to continue to test Multnomah County residents for Hepatitis A and Hepatitis B. The state also agrees to not charge for screening (i.e., prenatal and refugee) and communicable disease (i.e., food handlers) blood tests. The state does agree to a fee schedule for blood testing of samples sent from the health clinics for diagnostic purposes. \$6,500 is projected for this expense.

Background: The County has contracted for this service since August 1984.

## LABORATORY SERVICES AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 1988, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the State of Oregon acting by and through Oregon State Public Health Laboratory (hereinafter referred to as "STATE").

### W I T N E S S E T H:

WHEREAS, COUNTY's Health Division requires Hepatitis Laboratory testing services which STATE is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, STATE is able and prepared to provide such services as COUNTY does require, under the terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

#### 1. Term.

The term of this Agreement shall be from July 1, 1989, to and including June 30, 1990 unless sooner amended or terminated under the provisions in paragraph 14.

#### 2. Services.

A. STATE's services under this Agreement shall consist of the following:

- 1) Test sera from COUNTY's clients for: Hepatitis B surface Antigen (HB<sub>s</sub>Ag); Hepatitis B core Antibody (HB<sub>c</sub>Ab); Hepatitis B surface Antibody (HB<sub>s</sub>Ab); Hepatitis A Virus Antibody - IgM Specific (HAVAB-IgM).
- 2) Call laboratory results at 248-3555 and or send or fax laboratory reports of results to Multnomah County Laboratory, 426 SW Stark, 9th Floor, Portland, Oregon 97204.

B. COUNTY's Services under this Agreement shall consist of the following:

COUNTY will normally deliver sera to STATE on Friday of each week.

#### 3. Compensation.

A. COUNTY agrees to pay STATE for the performance of those diagnostic (i.e., clinic) services provided hereunder, which payment shall be based upon the following applicable terms:

- 1) HB<sub>s</sub>Ag tests at \$2.40 per test.
- 2) HB<sub>c</sub>Ab tests at \$3.20 per test.

- 3) HB<sub>s</sub>Ab tests at \$2.40 per test.
- 4) HAVAB-IgM tests at \$6.00 per test.

B. STATE agrees not to charge COUNTY for screening (i.e., prenatal and refugee), and communicable disease (i.e., food handler) services.

C. COUNTY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify STATE as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

D. COUNTY makes no guarantee as to the quantity of referrals that will be made from this Agreement.

E. Based upon a monthly invoice from STATE, COUNTY will send monthly payments to: Manager, Fiscal Services Section, Oregon State Health Division, P.O. Box 231, Portland, Oregon 97207.

#### 4. Contractor is Independent Contractor

A. STATE is an independent contractor and is solely responsible for the conduct of its programs. STATE, its employees and agents shall not be deemed employees or agents of COUNTY.

B. STATE shall hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of STATE, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

C. COUNTY shall hold and save harmless STATE, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

#### 5. Workers Compensation

A. STATE 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.

#### 6. Contractor Identification

STATE shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service.

## 7. Subcontracts and Assignment

STATE shall neither subcontract with others for any of the work prescribed herein, nor assign any of STATE'S rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to STATE.

## 8. Access to Records

A. STATE agrees to permit authorized representatives of COUNTY, and/or the applicable Federal or State government audit agency to make such review of the records of the STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY Health Division to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If a Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such costs.

## 9. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement 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 Agreement.

## 10. Adherence to Law

A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

## 11. Modification

A. In the event that COUNTY's Agreement obligation is amended by a federal or state initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this Agreement, whether COUNTY or STATE initiated, shall be reduced to writing and signed by both parties.

#### 12. Integration

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

#### 13. Record Confidentiality

STATE agrees to keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

#### 14. Early Termination

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

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

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions; or

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.

2) Upon notice if STATE fails to start-up services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.

3) Upon notice to COUNTY of evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.

D. Payment to STATE will include all services provided through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.

E. Termination under any provision of this section shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

#### 15. Litigation.

A. STATE shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against STATE or any subcontractor of which STATE may be aware of which may result in litigation related in any way to this Agreement.

16. Oregon Law and Forwm

This Agreement shall be construed according to the law of the state of Oregon.

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

OREGON STATE HEALTH DIVISION

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_

By \_\_\_\_\_

Gladys McCoy  
Multnomah County Chair

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Federal I.D. Number

HEALTH DIVISION

By: Billi Odegaard  
Billi Odegaard, Director

Date: 8/10/89

STATE PUBLIC HEALTH LABORATORY

HEALTH DIVISION

By: \_\_\_\_\_

By: Wayne Glathe  
Program Manager

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

Date: 8-8-89

By: \_\_\_\_\_  
Business Manager

REVIEWED:

By: \_\_\_\_\_  
Fiscal Officer

\_\_\_\_\_  
Laurence Kressel, County Counsel

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

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)

Meeting Date 8-31-89

Agenda No. R-2

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: RETROACTIVE RATIFICATION OF INTERGOVERNMENTAL AGREEMENT WITH  
STATE COMMUNITY SERVICES AND ACCOMPANYING AMENDMENT

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Human Services DIVISION Aging Services

CONTACT Bill Thomas TELEPHONE 248-5464

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Jim McConnell/Bill Thomas

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Requests retroactive ratification of the attached intergovernmental agreement with State Community Services (SCS) for \$1,740,492 in various SCS funds to provide community services and weatherization services on a Countywide basis during various periods in FY 89-90, and the attached amendment to the contract reallocating \$5,712 in Emergency Community Services Block Grant funds and \$35,414 in State Homeless Assistance Program funds from program to administration.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 3 minutes

IMPACT:

☒ PERSONNEL

☒ FISCAL/BUDGETARY

☐ General Fund

Other Federal/State

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: \_\_\_\_\_

BUDGET/PERSONNEL \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolution, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_

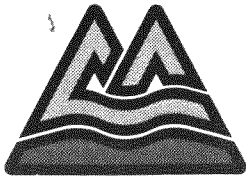
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

[0004F/2]

*returned to  
Aging Services  
9/1/89  
Jm*

CLERK OF  
COUNTY COMMISSIONER  
1989 AUG 22 PM 3:25  
MULTI-COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK, 5TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3646

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, Multnomah County Chair

VIA: Duane Zussy, Director, Department of Human Services *[Signature]*

FROM: Jim McConnell, Director, Aging Services Division *[Signature]*

DATE: August 2, 1989

SUBJECT: Recommendation for Retroactive Approval of Revenue Agreement with State Community Services and Accompanying Amendment

**RECOMMENDATION:** The Aging Services Division recommends retroactive approval of the attached revenue agreement with State Community Services (SCS) with an effective date of July 1, 1989, and also recommends ratification of the accompanying amendment. The contract was not received from SCS until July 12, while the exhibits were not received until July 31, 1989, thereby necessitating retroactive ratification. The amendment was also received from SCS on July 31.

**ANALYSIS:** The contract provides \$1,740,492 in various community/emergency services and weatherization services funds for use on a Countywide basis during FY 89-90. Community services funds will be subcontracted to Metropolitan Community Action (MCA) to provide \$1,019,376 for direct services and for administration of provider agencies. An additional \$8,000 will be subcontracted to the PSU Regional Research Institute (RRI) to provide for a third party evaluation.

Weatherization services funds, totalling \$713,116, will fund the performance of weatherization audits and inspections through the Aging Services Division, with the balance subcontracted to Human Solutions, Inc., (HSI) to fund the purchase and installation of weatherization materials and youth and minority employment training.

Funding sources, amounts, and applicable periods are as follows:

a. CSBG 89	\$ 358,068	7/1/89-6/30/90
b. OPIE DEMO 89	\$ 61,029	7/1/89-10/31/89
c. ESGP 89	\$ 20,200	7/1/89-6/30/90
d. ECSBG 89	\$ 38,079	7/1/89-6/30/90
e. SHAP 89-90	\$ 550,000	7/1/89-6/30/90
f. LIEAP WX 89	\$ 389,882	7/1/89-12/31/89
g. USDOE WX 89-90	\$ 323,234	7/1/89-3/31/90

Memo to Gladys McCoy

August 1, 1989

Page 2

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The amendment reallocates \$5,712 in Emergency Community Services Block Grant program funds and \$35,414 in State Homeless Assistance program funds to increase the maximum allowable total which may be used for administrative costs. (Any or all administrative funds may be used for program costs, but no program funds may be used for administrative costs.) The amendment does not affect the overall total of the original contract.

**BACKGROUND:**

This contract represents State Community Services funds allocated to Multnomah County for FY 89-90 with a start-up date of July 1, but does not reflect a number of current contracts which bridge fiscal years. Whereas in the past these funds have been contracted to the County in separate contracts, this year SCS is utilizing one master contract. Additional SCS grants will be amended into this contract at appropriate times throughout the year as existing contracts expire and/or new funds are allocated.

These revenues have been incorporated into the Aging Services Division, Community Action Program Office, budget for FY 89-90, and appear or will appear in the County's respective contracts with MCA, HSI, and RRI as appropriate, with effective dates of July 1, 1989.

[0002f/16]

File Name: CAREVSU.WKS

MULTNOMAH COUNTY AGING SERVICES DIVISION

CONTRACT APPROVAL FORM SUPPLEMENT

GRANTOR: STATE OF OREGON, DEPARTMENT OF HUMAN RESOURCES, STATE COMMUNITY SERVICES

FOR CONTRACT #102270 MOD

PERIOD: FY 89-90

LINE #	DESCRIPTION	FUND	AGENCY	ORG	REVENUE CODE	ORIGINAL AMOUNT	MOD 1	MOD 2	FINAL AMOUNT
1	COMM SVC BLOCK GRANT FY 89-90	156	010	0130	2071	\$358,068			\$358,068
2	LIEAP WEATHERIZATION FFY 89	156	010	0130	2073	389,882			389,882
3	USDOE FFY 90	156	010	0130	2090	323,234			323,234
4	OREGON PARTNERS IN ENERGY	156	010	0130	2092	61,029			61,029
5	EMERGENCY SHELTER GRANT PROGRAM	156	010	0130	2094	20,200			20,200
6	EMERGENCY COMM SVC BLOCK GRANT	156	010	0130	2095	38,079			38,079
7	STATE HOMELESS FY 89-90	156	010	0130	2394	550,000			550,000
TOTALS						\$1,740,492	\$0	\$0	\$1,740,492

PREPARED BY: JAMES D. KOBY

APPROVED BY: *Shy*

DATE: 7-24-89

(See instructions on reverse side)

DHS #227 89-90

<p><b>TYPE I</b></p> <p><input type="checkbox"/> Professional Services under \$10,000</p> <p><input checked="" type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Grant Funding</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: right;">Ratified R-2 August 31, 1989</p> <p>Amendment # _____ to Contract # _____</p>	<p><b>TYPE II</b></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>Amendment # _____ to Contract # _____</p>
---	--

Contact Person Bill Thomas Phone 248-3646 Date July 14, 1989

Department Human Services Division Aging Services Bldg/Room 160/5th

Description of Contract Revenue agreement with State Community Services providing \$ 1,740,492  
in various funds for community action services on a Countywide basis during various periods  
beginning July 1, 1989

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ FBE ☐ QRF

Contractor Name	State Community Services
Mailing Address	207 Public Service Building
	Salem, Oregon 97310
Phone	1-378-4729

Employer ID# or SS#

Effective Date July 1, 1989

Termination Date June 30, 1990

Original Contract Amount \$ 1,740,492

Amount of Amendment \$ NONE

Total Amount of Agreement \$ 1,740.492

**Required Signatures:**

Department Head William A. Hines

Date 8/19/87

Purchasing Director \_\_\_\_\_  
(Type II Contracts Only)

Date \_\_\_\_\_

County Counsel

Date 0.7.7.01

Budget Office

Date \_\_\_\_\_

County Executive/Sheriff

Date 8/3/80

TRANSACTION CODE		P.O.	AGENCY		PO DATE		m m d d y y		ACCOUNTING PERIOD		m m y y		BUDGET FY	y y	ACTION <input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)
VENDOR CODE			VENDOR NAME									TOTAL AMOUNT	\$		
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION				AMOUNT	INC/ DEC IND	
	102270		SEE ATTACHED										\$	-	
													\$		
													\$		
													\$		
													\$		



MULTNOMAH COUNTY OREGON

## CONTRACT APPROVAL FORM

*(See instructions on reverse side)*

DHS #227-1 89-90

## TYPE I

- ☐ Professional Services under \$10,000  
☒ Revenue *Ratio*  
☐ Grant Funding  
☐ Intergovernmental Agreement *As*

Ratified R. 2.  
nt Aug 31, 1989

Amendment # 1 to Contract # 102270

## TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
- ☐ PCRB Contract
- ☐ Maintenance Agreement
- ☐ Licensing Agreement
- ☐ Construction

Amendment # \_\_\_\_\_ to Contract # \_\_\_\_\_

Contact Person Bill Thomas Phone 248-5464 Date 8/1/89

Department Human Services Division Aging Services Bldg/Room 160/5th

<p>Description of Contract Amendment to revenue contract with State Community Services reallocating \$5,712 in Emergency Community Services Block Grant funds and \$35,414 in State Homeless Assistance funds from program to administration. The amendment does not affect the overall total of the original contract at \$1,740,492.</p>
--

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ FBE ☐ QRF

Contractor Name	State Community Services
Mailing Address	207 Public Service Building
	Salem, Oregon 97310
Phone	(503) 378-4729

Employer ID# or SS#

Effective Date July 1, 1989

Termination Date June 30, 1990

Original Contract Amount \$ 1,740,492

Amount of Amendment \$ -0-

Total Amount of Agreement \$ 1,740,492

**Required Signatures:**

Department Head Richard L. Jones

Date 8/14/89

Purchasing Director \_\_\_\_\_

Date \_\_\_\_\_

(Type II Contracts Only)

County Counsel PAK 12

Date 8. 17. 85

Budget Office \_\_\_\_\_

Date \_\_\_\_\_

County Executive/Sheriff Andrew McGeary

Date 8-22-79

TRANSACTION CODE		P.O.	AGENCY			PO DATE	m m d d y y	ACCOUNTING PERIOD		m m y y	BUDGET FY	y y	ACTION <input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)	
VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$			
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION			AMOUNT	INC/DEC IND	
	102270-1											\$ 0.00		
												\$		
												\$		
												\$		
												\$		

CONTRACT NUMBER 90-50847

AGREEMENT FOR THE DELEGATION OF FUNDS

BETWEEN

OREGON STATE COMMUNITY SERVICES  
Department of Human Resources  
(hereinafter referred to as SCS)

and

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES  
(hereinafter referred to as SUBGRANTEE)

By this agreement and all the attachments and exhibits, SCS delegates to SUBGRANTEE the following sums for the following periods subject to the following conditions and requirements.

SCS Program

<u>FFY</u>	<u>Admin</u>	<u>Program</u>	<u>From</u>	<u>To</u>	<u>Cost Center</u>
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DEPARTMENT OF AGRICULTURE (USDA)

Rural Housing Preservation Grant (RHGP)  
\_\_\_\_\_

Tribal Commodity Food Program (TCFP)  
\_\_\_\_\_

Temporary Emergency Food Assistance Program (TEFAP)  
\_\_\_\_\_

Commodity Supplemental Food Program (CSFP)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HEALTH & HUMAN SERVICES (HHS)

Low-Income Energy Assistance Program (LIEAP)					
89	\$29,991	\$359,891	7/1/89	12/31/89	641-1-20-12-47-89

Low-Income Energy Assistance Program Weatherization (LIEAP WX)  
\_\_\_\_\_

FFY	Admin	Program	From	To	Cost Center
89	\$53,710	Community Services Block Grant (CSBG)	7/1/89	6/30/90	641-1-20-12-41-89
		Community Services Block Grant - LIEAP Transfer (CSBG-TFR)			
90	\$ -0-	Community Services Block Grant Homeless (CSBG-HOMELESS)	7/1/89	6/30/90	641-1-20-12-50-90
		Community Food and Nutrition Program (CFNP)			

#### HOUSING & URBAN DEVELOPMENT (HUD)

89	\$ -0-	Emergency Shelter Grant Program (ESGP)	7/1/89	6/30/90	641-1-20-11-50-90
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#### DEPARTMENT OF ENERGY (DOE)

89	\$16,112	Department of Energy Weatherization (DOE Wx)	7/1/89	3/31/90	641-1-20-13-47-90
90	\$ -0-	Department of Energy Training and Technical Assistance (DOE T/TA)	7/1/89	3/31/90	641-1-20-13-48-90

#### DEPARTMENT OF EDUCATION (DOED)

Fund For Improvement of Post Secondary Education (FIPSE)

#### PETROLEUM VIOLATION ESCROW FUNDS

89	\$ -0-	Oregon Partners in Energy (OPIE)	7/1/89	10/31/90	641-1-20-16-65-89
		Petroleum Violation Escrow Fund Weatherization (PVE WX)			
		Petroleum Violation Escrow Training and Technical Assistance (PVE T/TA)			
		Summer Youth Employment Program (SYEP)			

FFY	Admin	Program	From	To	Cost Center
OTHER					
State Homeless Assistance Program (SHAP)					
90	\$19,586	\$530,414	7/1/89	6/30/90	831-1-20-25-50-90

State Legalization Impact Assistance Grant (SLIAG)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The amount of delegated funds identified above as "admin" for any program is the maximum amount of the funds delegated herein that SUBGRANTEE may use for administrative costs. SUBGRANTEE may use any or all of the "admin" funds for program costs, but no "program" funds may be used for administrative costs.

1. Work to be Performed. SUBGRANTEE shall perform in a satisfactory manner the work plan for each SCS program for which funds are delegated under this agreement. These work plans are attached hereto as Exhibits A and by this reference made a part hereof. SUBGRANTEE shall perform all activities in accordance with the approved work plans, the approved budget(s), and terms of this agreement.

2. Budgets and Payments.

- A. SCS certifies that sufficient funds are available and authorized for expenditure to finance this agreement as indicated, provided, however, that continuation of this agreement, or any extension, after the end of the biennium in which it is written, is contingent upon funds being made lawfully available for the succeeding period.
- B. SUBGRANTEE shall provide a separate budget for each SCS program for which funds are delegated under this agreement. These budgets shall be in the format and shall contain all information requested by SCS. The budget summaries, for each program, attached hereto as Exhibits B and by this reference made a part hereof, shall separately allocate the total funds delegated under this agreement for each program to each of the line item categories specified therein. SUBGRANTEE shall make no changes between line item categories as shown in budget summaries (Exhibit B) without written approval of SCS.
- C. SCS shall pay to SUBGRANTEE 10% of the funds herein delegated for each program upon the signing of this agreement. Thereafter, SUBGRANTEE shall receive reimbursement from SCS based upon SCS's receipt and approval of the "Request for Cash" form filed by SUBGRANTEE pursuant to Section 4 hereof. Approval shall only be given if all reports required or requested under this agreement have been received by SCS. Approval will normally take ten (10) working days.

- D. SCS may withhold all payments due to SUBGRANTEE under this agreement or any other contract or agreement in effect between SCS and SUBGRANTEE if SUBGRANTEE violates any provision of this agreement including, but not limited to:
- (a) submission of complete, accurate and timely program, audit, or financial reports;
  - (b) compliance with federal audit standards;
  - (c) repayment of disallowed costs.
- E. Upon review of the quarterly reports filed by SUBGRANTEE pursuant to Section 4 hereof, SCS may adjust the amount of funds delegated to SUBGRANTEE for any program(s) covered by this agreement upward or downward to reflect the actual or anticipated expenditure of funds.
- F. Additional program-specific limitations or conditions on the use of funds are contained in Exhibits C attached hereto and by this reference made a part hereof.

3. Records.

- A. SUBGRANTEE and its subcontractors shall prepare and maintain such records as necessary for performance of the approved work plan and for compliance with the terms of this agreement.

SCS, the Secretary of State's Office of the State of Oregon, the federal government and the duly authorized representatives of such entities shall have free access to the books, documents, papers, audits and records of SUBGRANTEE and its Subcontractors which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of SCS which may take possession of them at any time with three business days' notice to SUBGRANTEE. SUBGRANTEE may retain copies of all records taken by SCS under this section.

- B. All books, documents, papers, or other records, including but not limited to client records, income documentation, financial records, invoices and statistical records, and supporting documents pertinent to this agreement shall be retained by SUBGRANTEE and its subcontractors for three years after final payment is made under this agreement or three years from the date of completion of any audit pursuant to Section 7 hereof, whichever is later. If, however, any audit questions remain unresolved at the end of this three-year period, all records must be retained until final resolution. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

4. Reports.

- A. SUBGRANTEE shall submit timely, complete and accurate reports to SCS detailing the progress made toward the program objective(s) as detailed in work plan and including all administrative and program expenditures.

Such reports shall be submitted for each SCS program for which funds are delegated under this agreement so that they are received by SCS on or before the due dates specified in Exhibit D attached hereto and by this reference made a part hereof. The reports shall be in the format and contain the information requested by SCS. The reports must agree with the accounting records maintained by SUBGRANTEE and/or its subcontractors and be certified by the chief executive officer of SUBGRANTEE, and its subcontractors if applicable.

All final reports shall be submitted by SUBGRANTEE so as to be received by SCS on or before the 60th day following the last day of the program period for that program, or the date that all activities funded by this agreement for that program are completed, whichever is earlier.

- B. SUBGRANTEE shall prepare and furnish such plans, work plans, data, descriptive information and reports as may be requested by SCS as needed to comply with state or federal requirements. SUBGRANTEE agrees to, and does hereby grant SCS the right to reproduce, use, and disclose all or any part of the plans, reports, data, and technical information furnished to SCS.

5. Fiscal Management.

- A. SUBGRANTEE and its subcontractors shall prepare and maintain accurate financial records documenting all expenditures made from funds delegated under this agreement. These records shall include adjustments to reconcile the accounting records, the financial reports to SCS and the audit report for the common accounting period.
- B. Expenditures of SUBGRANTEE and/or subcontractors may be claimed under this agreement only if they are: 1) in payment of eligible activities or services performed under this contract in conformance with applicable state and federal regulations and statutes; 2) in payment of an obligation incurred during the applicable program period; 3) not in excess of 100% of the funds delegated to that program under this agreement, including amendments; and 4) not in excess of 100% of the budget allocation for the particular line item category for that expenditure; and 5) not for duplicate payment for the same activities or services under both this agreement and any other contract or agreement with SCS or under more than one program covered by this agreement.

Expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, cancelled checks, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with generally accepted accounting principles, Oregon Administrative Rules, and applicable federal requirements as specified herein. Expenditures shall be segregated by line item category within SUBGRANTEE's accounting system and so reported on the required fiscal reports.

- C. All income that is generated by or attributable to funds delegated under this agreement shall be identified and segregated for expenditures

relating to the approved work plan of the program for which the original funds were delegated. If cash is deposited in a combined or centralized income-yielding bank account, an allocation procedure shall be in place to make the necessary income to program segregations. This allocation method should be rational and equitable, but not so complex and time-consuming that the allocation process is not cost-effective. Expenditures of income from funds delegated under this agreement are to be made within the program period in which the income is earned, except energy rebates which may be expended in the immediate following program period.

- D. All unexpended funds or income from such funds remaining at the end of the program period set out in this agreement must be returned to SCS no later than 60 days following the expiration of the program period or the termination of this agreement, whichever is earlier. Expenses not reported within this specified time period shall not be paid by SCS.
  - E. Any costs disallowed either upon request for reimbursement or as a result of any audits, review or site visit shall not be paid by SCS, provided that the disallowed costs did not arise from the acts of SCS. SUBGRANTEE shall be given an opportunity to demonstrate that any proposed disallowance is in error. If a cost is disallowed after reimbursement has occurred, SUBGRANTEE shall make repayment of such costs within thirty (30) days of receipt of formal notice of disallowance of such expenditure(s).
  - F. In cases of suspected fraud by applicants, employee, subcontractors, or vendors, SUBGRANTEE shall cooperate with all appropriate investigative agencies, and shall assist in recovering invalid payments.
6. Property Management. All property valued at \$100 or more purchased in whole or in part with funds delegated under this agreement is the property of SCS. SUBGRANTEE and its subcontractors shall meet the following requirements for all such property:
- A. All certificates of title or other evidences of ownership shall show SCS as the owner of such property.
  - B. Property records shall be prepared and maintained accurately. Such records shall include a description of each item of property; manufacturer's serial number, acquisition date and cost; source of the property; whether the item of property was new or used at the time of acquisition; percentage of State funds used in the purchase of property; and location, use and condition of the property.
  - C. A physical inventory of property shall be taken at least once every year to verify the existence, current utilization, and continued need for the property. The results of the physical inventory shall be reconciled with the property records.
  - D. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of the property shall be investigated and fully documented.

- E. Adequate maintenance procedures shall be implemented to keep the property in good condition.
- F. Within 60 days following the expiration of any program period or upon termination of this agreement, whichever is earlier, SUBGRANTEE and its subcontractors shall transfer back to SCS all nonexpendable property purchased for that program, if so directed by SCS.

7. Audits.

- A. SUBGRANTEE and its subcontractors shall permit authorized representatives of SCS, State of Oregon Division of Audits and/or the applicable audit agency of the United States Government to make such review of the records of SUBGRANTEE and subcontractors that these entities may deem necessary to satisfy audit and/or program evaluation purposes. SUBGRANTEE shall permit, and shall require subcontractors to permit, authorized representatives of SCS to site visit all programs and activities funded in whole or in part by this agreement.

- B. SUBGRANTEE shall provide to SCS an annual audit of all receipts and expenditures, from whatever source, whether cash or non-cash. The annual audit may be prepared either at the end of the SUBGRANTEE's fiscal year, or upon termination of this agreement, so long as the audit covers a period no longer than 12 months.

Audits must be submitted to SCS within 180 days after the end of the SUBGRANTEE fiscal year or termination of this agreement. Failure to submit required audits by specified deadlines will be cause for withholding of payments until audits are submitted.

- C. All audits required pursuant to this section must be prepared by an independent and qualified external auditor. SUBGRANTEE is required to change independent auditors at least every three years.

All audit workpapers pertaining to the annual audit shall be retained for three years following the date the audit is submitted to SCS and shall be open for examination by any and all federal, state and county auditors and/or representatives.

- D. All fiscal records and audits required hereunder must be prepared consistent, as applicable to SUBGRANTEE and subcontractors, with the following:

- (1) Standards contained in the U.S. General Accounting Office (GAO) publication entitled "Standard for Audit for Governmental Organizations, Programs, Activities and Functions" and the GAO publication entitled "Guideline for Financial and Compliance Audits of Federally Assisted Programs."
- (2) The Single Audit Act of 1984 (P.L. 98-502) as applicable.
- (3) Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change

from time to time.

(4) Office of Management and Budget (OMB):

i. Circulars A-87 and A-102 (Common Rule) and A-128 if SUBGRANTEE is a governmental entity:

ii. Circulars A-110 and A-122 if SUBGRANTEE is a non-governmental entity.

E. The auditor must state in the audit report that the audit meets the cited standards and must include a management letter.

F. SUBGRANTEE shall establish and maintain, and shall be responsible for ensuring that subcontractors establish and maintain, systematic methods to assure timely and appropriate resolution of review/audit findings and recommendations.

8. Monitoring and Sanctions.

A. Monitoring of SUBGRANTEE will be done at regular intervals. SCS staff will give reasonable notification of monitoring schedules. The SUBGRANTEE must provide all records requested by SCS for this monitoring.

Monitoring shall include, but not be limited to: 1) inspection of client files, program records and reports, inventory records, and fiscal records including original receipts for expenditures, 2) review of compliance with agreement provisions, work plan(s), budget reports, and state and federal regulations, and 3) physical inventory of fixed assets, weatherization materials and USDA commodity foods.

B. SUBGRANTEE will be advised within thirty (30) days after the monitoring visit of findings. If the monitoring identifies deficiencies, preliminary findings will be issued with examples and corrective action will be requested. SUBGRANTEE will have thirty days (30) from receipt of the preliminary findings to request assistance, to file a corrective plan or to explain why the findings are in error.

SCS shall notify SUBGRANTEE of its acceptance or rejection of all or part of SUBGRANTEE's response within ten (10) days. SUBGRANTEE will have an additional twenty (20) days to provide an acceptable corrective action plan for any remaining, unresolved deficiencies.

If unresolved deficiencies remain, SCS shall transmit to SUBGRANTEE a finding of facts detailing the specific deficiencies and required corrective actions. SUBGRANTEE shall have thirty (30) days to take corrective actions.

C. If corrective actions have not taken place by the end of the thirty (30) days, SCS will notify SUBGRANTEE of the sanctions it will apply. Such sanctions may include, without limitation: withholding of funds, disallowance of costs, suspension of payments or termination of this agreement. SCS will inform SUBGRANTEE of the appeals process in its

sanction notice.

The rights and remedies of SCS provided in the above clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

9. Amendments to Agreement. All amendments or modifications to this agreement shall be in writing. Either party to this agreement may initiate modifications to this agreement, the approved work plans, and budgets at any time. All modifications which have been mutually agreed upon shall be executed on forms provided by SCS, signed by both parties, and shall become amendments to this agreement.

10. Termination.

A. SCS may, upon 30 days written notice delivered to SUBGRANTEE by certified mail or in person, terminate this agreement in whole or in part, under any of the following conditions:

- (1) If SUBGRANTEE fails to fulfill obligations under this agreement including but not limited to: filing of accurate, complete and timely reports and audits, filing of inventory records, compliance with applicable state and federal regulations, compliance with the approved work plans and approved budgets, compliance with directives received from the federal agency which is the source of the grant funds;
- (2) If funds provided under this agreement are used improperly or illegally;
- (3) If SCS funding from the responsible federal agency is not obtained, is suspended, reduced or eliminated;
- (4) If the SCS appropriation or authorization to expend funds from the Oregon State Legislature is not obtained, is suspended, reduced or eliminated, or if any of the state funded programs are reduced or eliminated;
- (5) If a new Community Action Agency (CAP) is certified in SUBGRANTEE's area;
- (6) If any license or certificate required by law or required to be held by SUBGRANTEE to provide the services required by this agreement is for any reason denied, revoked or not renewed;
- (7) If SUBGRANTEE (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, (f) fails to controvert in a timely or

appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;

(8) If SUBGRANTEE is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal department or agency.

- B. In the event of termination of this agreement, all unexpended money, property and finished or unfinished documents, data, studies, and reports purchased or prepared by SUBGRANTEE under this agreement shall be returned to SCS within 60 days of written notice.
- C. Upon issuance of the notice to terminate this agreement, SCS may require that all expenditures be suspended upon delivery of said notice and any additional expenditures must have prior approval by SCS. SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses reasonably or necessarily incurred in satisfactory performance of this agreement and within its approved work plans and approved budgets prior to receipt of a termination notice pursuant to this section, or, if SCS does not require suspension of expenditures upon receipt of the termination notice, prior to the effective date of the termination.

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

#### 11. Purchases and Procurement.

- A. In procuring, by purchase, rental or otherwise, any equipment, supplies or services, SUBGRANTEE and its subcontractors shall obtain prior written approval from SCS before entering into any sole source contract or contract where only one bid or proposal is received when the value of the contract is expected to exceed:
  - (1) \$5,000 in the aggregate, if SUBGRANTEE is a non-governmental entity;
  - (2) \$10,000 in the aggregate, if SUBGRANTEE is a governmental entity.
- B. SUBGRANTEE and its subcontractors shall obtain prior written approval from SCS before purchasing equipment or other property costing more than \$300 per item. SCS may require SUBGRANTEE to solicit and retain a minimum of three (3) written bids when making purchases of such equipment or property.

#### 12. Subcontracts.

- A. SUBGRANTEE shall not enter into any subcontract without prior written approval of SCS.
- B. SUBGRANTEE shall have a written contract with each subcontract entity. All subcontracts must be executed prior to the first day of service,

unless prior written approval has been granted by SCS. SUBGRANTEE agrees to furnish a copy of each subcontract to SCS upon request.

C. At a minimum all subcontract agreements must specify:

- (1) That subcontractor shall comply with all applicable provisions of this agreement between SCS and SUBGRANTEE, each of which must be specifically incorporated into the subcontract;
- (2) That subcontractor shall comply with all applicable federal, state, county and local statutes, rules, regulations, policies, guidelines, requirements and funding criteria governing services, facilities and operations; and
- (3) That subcontractor is an independent contractor and not an agent of SCS or SUBGRANTEE. The subcontractor shall indemnify, defend and hold harmless the State of Oregon, and SUBGRANTEE and their officers, agents and employees, from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the subcontractor, their own subcontractors or the employees of either; or on account of or in consequence of carrying out the terms of the subcontract; or because of any act or omission, neglect or misconduct of the subcontractor.

D. SUBGRANTEE shall take all reasonable steps to ensure that subcontractors have adequately trained their employees and to verify that subcontractors are processing any necessary eligibility determinations and authorizations accurately.

E. SUBGRANTEE shall be responsible for monitoring and auditing the activities of its subcontractors at least annually and as frequently as necessary to ensure that all regulations are being complied with and that funds are being spent for authorized purposes. Monitoring shall include, without limitation, all the activities listed in the second paragraph of Section 8(A).

F. Responsibility for program integrity shall remain with SUBGRANTEE. Any disallowed costs on the part of the subcontractors, due to error or otherwise, will be considered to be disallowed costs of SUBGRANTEE. If SUBGRANTEE is a county, such disallowed costs may be recovered by SCS only through repayment under Section 5E or withholding under Section 2D of this agreement, to the extent permitted by the Oregon Constitution, Article XI, Section 10. If SUBGRANTEE is other than a county, SCS may recover such disallowed costs through repayment, withholding, or other means permitted by law.

G. SUBGRANTEE shall take all reasonable steps in selecting, monitoring and auditing its subcontractors to prevent misuse or mismanagement of funds delegated under this agreement. SUBGRANTEE shall take all reasonable action against its subcontractors, at SUBGRANTEE's expense, to recover any funds misused, mismanaged or misspent. Any funds recovered shall be repaid to SCS under Section 5E.

13. Compliance with laws. SUBGRANTEE and its subcontractors shall comply with all federal laws, regulations and instructions, state statutes and regulations, local ordinances and codes and the Oregon state plan, if any, applicable to this agreement or the work to be performed or funds delegated by this agreement including, but not limited to those specified in Exhibits E attached hereto and by this reference made a part hereof.

In addition, SUBGRANTEE and its subcontractors shall comply with the assurances listed in Exhibit F, attached hereto and by this reference made a part hereof.

14. Confidentiality. SUBGRANTEE and its subcontractors shall protect the confidentiality of all information concerning applicants for and recipients of services funded by this agreement and shall not release or disclose any such information except as directly connected with the administration of the particular SCS program(s) or as authorized in writing by the applicant or recipient. All records and files shall be appropriately secured to prevent access by unauthorized persons.

SUBGRANTEE and its subcontractors shall ensure that all officers, employees, and agents are aware of and comply with this confidentiality requirement

15. Equal Opportunity. SUBGRANTEE shall ensure that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by funds delegated under this agreement.

16. SUBGRANTEE Status.

A. SUBGRANTEE certifies that the work performed under this agreement is that of an independent contractor and that SUBGRANTEE is not an officer, employee or agent of the state as those terms are used in ORS 30.265 with respect to work performed under this agreement. SUBGRANTEE agrees that insurance coverage, whether purchased or by self-insurance, for SUBGRANTEE's agent, employees and subcontractors is the sole responsibility of SUBGRANTEE.

B. SUBGRANTEE certifies that it is not employed by or contracting with the federal government for the work covered by this agreement.

C. SUBGRANTEE certifies that it is not ineligible to enter into a contract involving federal funds by virtue of any of the reasons specified in Exhibit G attached hereto and by this reference incorporated herein.

17. Dual Payment. SUBGRANTEE shall not be compensated for work performed under this agreement from any other department of the State of Oregon, nor from any other source, including the federal government, unless such funds are used solely to increase the total services to be provided under this agreement. Any funds received through or for activities arising under this agreement shall immediately be reported to SCS.

18. Indemnity. SUBGRANTEE shall indemnify, defend and hold harmless the State of Oregon, SCS, its officers, agents, employees and members, from all claims, suits or action of whatsoever nature resulting from or arising out of the activities or omissions of SUBGRANTEE or its subcontractors, agents or employees under this agreement. This indemnity provision shall not require SUBGRANTEE to defend or indemnify the state against any action based solely on the alleged negligence of the state. This indemnity provision shall be interpreted in accordance with any limitations imposed by Article XI, Sections 7 and 10 of the Oregon Constitution and by the Oregon Tort Claims Act.
19. Captions. The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.
20. Severability. If any terms or provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.
21. Waiver. The failure of SCS to enforce any provision of this agreement shall not constitute a waiver by SCS of that or any other provision.
22. MERGER. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

SUBGRANTEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

APPROVED:

SUBGRANTEE:

MULTNOMAH COUNTY DEPARTMENT  
OF HUMAN SERVICES  
426 SW Stark, 7th Floor  
Portland, Oregon 97204  
503-248-3782

GRANTEE:

OREGON STATE COMMUNITY SERVICES  
Department of Human Resources  
207 Public Service Building  
Salem, Oregon 97310

By \_\_\_\_\_  
Community Action Program Date

By \_\_\_\_\_  
Victor Vasquez, Jr., Manager

By \_\_\_\_\_  
Director, Aging Services Divis'n Date

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

SCS Contract #: 90-50847

By \_\_\_\_\_  
Gladys McCoy, Chair Date  
Multnomah County Board of Commissioners

REVIEWED:

LAURENCE KRESSEL  
County Counsel  
Multnomah County, Oregon

By \_\_\_\_\_  
Assistant County Counsel

NOTE: One set of Exhibits D (Reports), F (Assurances), and G (Debarment Certificate) must be attached hereto. In addition, the following exhibits must be completed for each program as indicated below with information specific to that program and attached hereto.

[5449A/10]

State Community Services  
Exhibit Requirements  
by Program

Program	Exhibit A Work Plan	Exhibit B Budget Summary	Exhibit C Additional Conditions	Exhibit <del>E</del> Laws & Regulations
RHPG	_____	B _____	_____	E-1 _____
TCFP	_____	B _____	_____	E-2 _____
TEFAP	_____	B _____	_____	E-3 _____
CSFP	_____	B _____	_____	E-4 _____
LIEAP	A-5 _____	B _____	_____	E-5 _____
LIEAP WX	A-6 _____	B _____	_____	E-6 _____
CSBG	A-7 _____	B _____	C-7 _____	E-7 _____
CSBG-TFR	_____	B _____	_____	E-7 _____
CSBG-HLESS	A-9 _____	B _____	C-9 _____	E-9 _____
CFNP	_____	B _____	_____	E-10 _____
ESGP	A-9 _____	B _____	C-9 _____	E-11 _____
DOE WX	A-6 _____	B _____	_____	E-6 _____
DOE T/TA	A-6 _____	B _____	_____	E-6 _____
FIPSE	_____	B _____	_____	_____
OPIE	_____	B _____	_____	_____
PVE WX	A-6 _____	B _____	_____	E-6 _____
PVE T/TA	A-6 _____	B _____	_____	E-6 _____
SYEP	_____	B _____	_____	_____
SHAP	A-9 _____	B _____	C-9 _____	E-13 _____
SLIAG	_____	B _____	_____	E-13 _____

EXHIBIT A-6  
WORK PLAN  
for use of Weatherization funds (LIEAP, DOE, DOE T/TA, PVE,  
PVE T/TA) delegated by  
State Community Services (SCS)

to \_\_\_\_\_ (SUBGRANTEE)

Program Period \_\_\_\_\_, 19\_\_\_\_ to \_\_\_\_\_, 19\_\_\_\_

The objective of this work program is to weatherize eligible dwelling units as provided in 10 CFR § 440.22, giving priority to those units occupied by the elderly or handicapped and, as appropriate, to single-family or other high-energy-consuming units, and utilizing to the maximum extent practicable the services of volunteers, training participants and public service employment workers pursuant to JTPA to work under the supervision of qualified supervisors and foremen.

In order to meet the objective of this work program, SUBGRANTEE will perform the following work in accordance with the DOE Weatherization State Plan:

1. Determine eligibility of households;
2. Provide weatherization services to eligible households;
3. Provide an opportunity for a fair administrative hearing to individuals whose request for weatherization is denied or not acted upon with reasonable promptness.

SUBGRANTEE will provide all equipment, materials, supplies, personnel, office space, etc. as needed to perform the above work.

Set out below are the SUBGRANTEE's performance estimates for weatherization of dwelling units and utilization of labor under this work plan. These performance estimates are not binding; however, SUBGRANTEE shall promptly report to SCS any problems, delays or adverse conditions which will materially affect SUBGRANTEE's ability to meet these estimates. Anticipated deficiencies of greater than 20% in meeting the estimate for total units to be weatherized may be cause for modification or termination of the funding agreement between SUBGRANTEE and SCS to which this work plan is attached.

	<u>DOE</u>	<u>LIEAP</u>	<u>PVE</u>
1. Total number of dwelling units to be weatherized:	_____	_____	_____
a. Single-family dwelling units:	_____	_____	_____
b. Multi-family dwelling units:	_____	_____	_____
c. Owner-occupied dwelling units:	_____	_____	_____
d. Renter-occupied dwelling units:	_____	_____	_____
2. Number of units in which elderly persons projected to reside:	_____	_____	_____
3. Number of units in which handicapped persons projected to reside:	_____	_____	_____
4. Number of dwelling units which are expected to be weatherized by the end of each month.			

July _____	Oct. _____	Jan. _____	Apr. _____	
Aug. _____	Nov. _____	Feb. _____	May _____	
Sept _____	Dec. _____	Mar. _____	Jun. _____	TOTAL _____

5. Percentage estimates of types of labor to be used:

	<u>DOE</u>	<u>LIEAP</u>	<u>PVE</u>
JPTA	_____ %	_____ %	_____ %
Agency Staff	_____ %	_____ %	_____ %
Occupants of Assisted Housing	_____ %	_____ %	_____ %
Volunteers	_____ %	_____ %	_____ %
Contractors (Private)	_____ %	_____ %	_____ %
Others (specify)	_____ %	_____ %	_____ %
_____	_____ %	_____ %	_____ %
_____	_____ %	_____ %	_____ %
TOTAL		100%	

6. Total number of dwelling units that SUBGRANTEE has weatherized with DOE/EXXON and/or LIEAP funds by year.

<u>Year</u>	No. of Units Completed with DOE Funds	No. of Units Completed with LIEAP Funds	No. of Units Completed with PVE Funds
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL		_____	

7. Estimate of number of eligible dwelling units in SUBGRANTEE's service area. Indicate the source of this estimate. (This question is not a factor in determining funding.)

<u>County</u>	<u>No. of Eligible Dwelling Units</u>	<u>Source</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT B  
BUDGET SUMMARY

PROGRAM TITLE \_\_\_\_\_  
SUBGRANTEE NAME \_\_\_\_\_

PROGRAM PERIOD \_\_\_\_\_ 19\_\_\_\_ TO \_\_\_\_\_ 19 \_\_\_\_\_

	ADMIN	PROGRAM
	AMOUNT	
1.1 - PERSONAL SERVICES		
1.2 - PROFESSIONAL SERVICES		
1.3 - AUDIT		////////////////
2.1 - TRAVEL/TRANSPORTATION		
2.2 - SPACE COSTS		
2.3 - CONSUMABLE SUPPLIES		
2.4 - LEASE & PURCHASE OF EQUIPMENT		
2.5 - INSURANCE		
2.6 - TRAINING		
2.7 - MATERIALS (WX ONLY)	////////////////	
2.8 - OTHER COSTS		
3.1 - DIRECT CLIENT PAYMENTS	////////////////	
GRAND TOTAL		

EXHIBIT A-7

WORK PLAN  
for CSBG Funds delegated by  
STATE COMMUNITY SERVICES

To \_\_\_\_\_ (SUBGRANTEE)

Program Period \_\_\_\_\_, 19\_\_\_\_ to \_\_\_\_\_, 19\_\_\_\_

The objective of this work plan is to provide services and activities which will have a measurable and potentially major impact on the causes of poverty in the community or areas of the community where poverty is a particularly acute problem.

In order to achieve the objective of this work plan, SUBGRANTEE will perform the following work in accordance to the CSBG State Plan:

1. Determine eligibility based on signed self-declaration of 125% of federal poverty guideline.
2. Provide assistance eligible low-income clients, including the elderly.
  - a. to secure and retain meaningful employment.
  - b. to attain an adequate education,
  - c. to make better use of available income,
  - d. to obtain and maintain adequate housing and a suitable living environment,
  - e. to obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing, and employment-related assistance.
  - f. to make effective use of other programs related to the purpose of this section (linkages).
  - g. to provide on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services as may be necessary to counteract conditions of starvation and malnutrition among the poor (nutrition).

In order to meet the objective of this work plan, SUBGRANTEE will perform thw work outlined in this plan in accordance with the CSBG State Plan.

Set out on the following pages are the SUBGRANTEE's specific objectives and activities to be performed with the funds delegated herein. The number of persons to be assisted or dollars to be generated are not binding, however SUBGRANTEE shall promptly report to SCS any problems, delays or adverse conditions which will materially affect SUBGRANTEE's ability to meet these estimates. Anticipated deficiencies of greater than 15% in meeting the estimate of total clients assisted may be cause for modification or termination of the funding agreement between SUBGRANTEE and SCS to which this work plan is attached.

3. Conduct outreach activities to assure that eligible households, especially those with elderly or handicapped individuals, are made aware of available energy assistance; and,
4. Provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied or not acted upon with reasonable promptness.

EXHIBIT B  
BUDGET SUMMARY

PROGRAM TITLE \_\_\_\_\_  
SUBGRANTEE NAME \_\_\_\_\_

PROGRAM PERIOD \_\_\_\_\_ 19\_\_\_\_ TO \_\_\_\_\_ 19 \_\_\_\_\_

	ADMIN	PROGRAM
	AMOUNT	
1.1 - PERSONAL SERVICES		
1.2 - PROFESSIONAL SERVICES		
1.3 - AUDIT		//////////
2.1 - TRAVEL/TRANSPORTATION		
2.2 - SPACE COSTS		
2.3 - CONSUMABLE SUPPLIES		
2.4 - LEASE & PURCHASE OF EQUIPMENT		
2.5 - INSURANCE		
2.6 - TRAINING		
2.7 - MATERIALS (WX ONLY)	//////////	
2.8 - OTHER COSTS		
3.1 - DIRECT CLIENT PAYMENTS	//////////	
GRAND TOTAL		

EXHIBIT C-7

CSBG Program Specific Conditions

COMMUNITY SERVICES BLOCK GRANT (CSBG):

No CSBG funds delegated under this agreement may be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

SUBGRANTEE's governing board (private non-profit) or an advisory board (public) must be comprised of 1/3 low-income representatives, 1/3 business, and 1/3 elected officials or their designees.

EXHIBIT E-7  
Compliance with Laws

CSBG/CSBG TFR

Community Services Block Grant Act of 1981 (Title II of the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35)

OAR 410-60-000 et seq.

The Oregon CSBG State Plan corresponding to the Federal Fiscal Year for which funds are herein delegated.

SUBGRANTEE may obtain a copy of any of the above mentioned State Plans from the CSBG Program Manager, State Community Services, 207 Public Service Bldg., Salem, OR 97310.

EXHIBIT A-9  
WORK PLAN  
for use of homeless funds (CSBG-H, ESGP, SHAP) delegated by  
State Community Services (SCS)

to \_\_\_\_\_ (SUBGRANTEE)

Program Period \_\_\_\_\_, 19\_\_\_\_ to \_\_\_\_\_, 19 \_\_\_\_

The objective of this work plan are to utilize ESGP, Community Services and state homeless funds in order to improve the quality of emergency shelters for the homeless, to make additional emergency shelters available, to provide essential social services to homeless individuals and to prevent homelessness. In order to meet the objective of this work plan, SUBGRANTEE will perform the following work in accordance with the laws and regulations, for each program, as outlined in Exhibit \_\_\_\_\_ of this contract:

1. Provide essential services to homeless individuals.
2. Make efforts to match the needs of the homeless.
3. Coordinate the various homeless funds/grants to achieve a planned result.
4. Meet the needs of certain homeless groups, such as: Families with children, the elderly, the mentally ill, veterans, and migrants.
5. Complement/enhance available homeless facilities and services.
6. Plan activities to transition clients out of homelessness.

SUBGRANTEE will provide all equipment, materials, supplies, personnel, office space, etc. as needed to perform the above work.

Set out on the following pages are the SUBGRANTEE's performance estimates and work plan for meeting the above listed objectives. The performance estimates are not binding; however, SUBGRANTEE shall promptly report to SCS any problems, delays or adverse conditions which will materially affect SUBGRANTEE's ability to meet these estimates. Anticipated deficiencies of greater than 15% in meeting the estimate or inability or failure to comply with other parts of this plan during the contract period may be cause for modification or termination of the funding agreement between SUBGRANTEE and SCS to which this work plan is attached.

ESGP

CSBG-H

SHAP

1. Essential services to homeless individuals.

A. Nights of lodging provided

B. Number of meals served

Number of individuals provided medical services

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

Total Homeless Individuals Served \_\_\_\_\_

2. Describe what activities will be directed to match the needs of the homeless with available resources.

ESGP:

CSBG-H:

SHAP:

3. Describe how you will meet the needs of certain homeless groups such as families with children, the elderly, the mentally ill, veterans, and migrants.

ESGP:

CSBG-H:

SHAP:

4. Number of individuals served in each of the following groups:

A. Families with Children

B. Elderly

C. Mentally ill

D. Veterans

E. Migrants

F. Other: list \_\_\_\_\_

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5. Describe how shelter assistance and client services will be coordinated and evaluated.

ESGP:

CSBG-H:

SHAP:

6. How will these additional activities compliment, enhance, and be coordinated with existing available facilities and services?

ESGP:

CSBG-H:

SHAP:

7. Describe the kind of activities that will be implemented to transition clients out of homelessness.

ESGP:

CSBG-H:

SHAP:

EXHIBIT B  
BUDGET SUMMARY

PROGRAM TITLE SHAP  
SUBGRANTEE NAME \_\_\_\_\_

PROGRAM PERIOD \_\_\_\_\_ 19\_\_\_\_ TO \_\_\_\_\_ 19 \_\_\_\_\_

ADMIN

PROGRAM

	AMOUNT	
1.1 - PERSONAL SERVICES		
1.2 - PROFESSIONAL SERVICES		
1.3 - AUDIT		//////////
2.1 - TRAVEL/TRANSPORTATION		
2.2 - SPACE COSTS		
2.3 - CONSUMABLE SUPPLIES		
2.4 - LEASE & PURCHASE OF EQUIPMENT		
2.5 - INSURANCE		
2.6 - TRAINING		
2.7 - MATERIALS (WX ONLY)	//////////	
2.8 - OTHER COSTS		
3.1 - DIRECT CLIENT PAYMENTS	//////////	
GRAND TOTAL		

EXHIBIT B  
BUDGET SUMMARY

PROGRAM TITLE CSBG-H  
SUBGRANTEE NAME \_\_\_\_\_

PROGRAM PERIOD \_\_\_\_\_ 19\_\_\_\_ TO \_\_\_\_\_ 19 \_\_\_\_\_

	ADMIN	PROGRAM
	AMOUNT	
1.1 - PERSONAL SERVICES		
1.2 - PROFESSIONAL SERVICES		
1.3 - AUDIT		//////////
2.1 - TRAVEL/TRANSPORTATION		
2.2 - SPACE COSTS		
2.3 - CONSUMABLE SUPPLIES		
2.4 - LEASE & PURCHASE OF EQUIPMENT		
2.5 - INSURANCE		
2.6 - TRAINING		
2.7 - MATERIALS (WX ONLY)	//////////	
2.8 - OTHER COSTS		
3.1 - DIRECT CLIENT PAYMENTS	//////////	
GRAND TOTAL		

EXHIBIT B  
BUDGET SUMMARY

PROGRAM TITLE ESGP  
SUBGRANTEE NAME \_\_\_\_\_

PROGRAM PERIOD \_\_\_\_\_ 19\_\_\_\_ TO \_\_\_\_\_ 19\_\_\_\_

	ADMIN	PROGRAM
	AMOUNT	
1.1 - PERSONAL SERVICES		
1.2 - PROFESSIONAL SERVICES		
1.3 - AUDIT		//////////
2.1 - TRAVEL/TRANSPORTATION		
2.2 - SPACE COSTS		
2.3 - CONSUMABLE SUPPLIES		
2.4 - LEASE & PURCHASE OF EQUIPMENT		
2.5 - INSURANCE		
2.6 - TRAINING		
2.7 - MATERIALS (WX ONLY)	//////////	
2.8 - OTHER COSTS		
3.1 - DIRECT CLIENT PAYMENTS	//////////	
GRAND TOTAL		

EXHIBIT C-9  
(CSBG-H, ESGP)  
Homeless Program-Specific Conditions

COMMUNITY SERVICES HOMELESS GRANT (CSBG HOMELESS):

No more than 25% of the CSBG Homeless funds delegated under this agreement may be used for homelessness prevention activities and none may be used for such purpose except as assistance to individuals under the conditions described in 45 CFR § 1080.4(d).

EMERGENCY SHELTER GRANT PROGRAM (ESGP):

No more than \$\_\_\_\_\_ of the ESGP funds delegated under this agreement may be used for the provision of essential services and homeless prevention activities that are not essential services, and none may be used for such purposes unless the essential services and prevention activities meet the conditions specified in 24 CFR § 576.21(a)(2)(i). No ESGP funds may be used for prevention activities in the form of financial assistance to individuals or families that have received eviction notices or notices of termination of utility services unless:

1. The family is unable to make required payments due to a sudden reduction in income,
2. The assistance is necessary to avoid eviction of the family or termination of services to family,
3. There is a reasonable prospect that the family will be able to resume payments within a reasonable period of time.

Payment of ESGP funds by SCS shall be contingent upon SUBGRANTEE's having supplemented all ESGP funds received by SUBGRANTEE under this agreement with an equal amount of funds from sources other than ESGP. Such supplemental funds must not have been used to match any previous ESGP grants. Valuation of supplemental funds shall be in accordance with 24 CFR § 576.71. Any ESGP funds received by SUBGRANTEE which have not been supplemented by the end of the program period shall be treated as disallowed costs.

If SUBGRANTEE has not obligated all ESGP funds in accordance with 24 CFR § 576.55(a)(2) within 180 days of SCS's signing of this agreement, SCS will reduce the amount of ESGP funds delegated to SUBGRANTEE by this agreement by the amount of such unobligated funds.

Any disallowance of costs for SUBGRANTEE's failure to meet continued use requirements for ESGP funds shall be on a pro-rata basis based on the actual amount of time such shelters or activities were used for ESGP purposes.

EXHIBIT C-9

STATE HOMELESS ASSISTANCE PROGRAM (SHAP, SLIAG):

SUBGRANTEE shall maintain records on each Eligible Legalized Alien (ELA) served. Each record shall include:

- A. A signed self-declaration that the ELA is homeless and has an income at or below 125% of the poverty level, and
- B. The individual's name and identification number taken from the ELA's I-688A Employment Authorization Card, I-688 card, or I-689 Fee Receipt documenting the individual's eligibility to receive State Legalization Impact Assistance Grant (SLIAG) assistance. The expiration date must also be recorded.

EXHIBIT E-6  
Compliance with Laws

LIEAP WX, DOE, DOE T/TA, PVE WX, PVE T/TA

- 10 CFR 440.18 - Allowable Expenditures.
- 10 CFR 440.21 - Standards and Techniques for Weatherization.
- 10 CFR 440.22 - Eligible Dwelling Units.
- 10 CFR 600.103 - Cost Determination.
- 10 CFR 600.104 - Responsible Applicant.
- 10 CFR 600.105 - Special Restriction Conditions of the Award.
- 10 CFR 600.107 - Cost Sharing.
- 10 CFR 600.109 - Financial Management Systems.
- 10 CFR 600.110 - Cash Depositories.
- 10 CFR 600.111 - Bonding and Insurance.
- 10 CFR 600.112 - Payment.
- 10 CFR 600.113 - Program Income.
- 10 CFR 600.114 - Budget and Project Revisions.
- 10 CFR 600.115 - Performance Reports.
- 10 CFR 600.117 - Property Management.
- 10 CFR 600.118 - Patents, Data and Copyrights.
- 10 CFR 600.119 - Procurement Under Grants and Subgrants.
- 10 CFR 600.120 - Audit Requirements.
- 10 CFR 600.124 - Record Retention Requirement.

The Oregon DOE and/or LIEAP State Plans corresponding to the Federal Fiscal Year for which funds are herein delegated.

Instructions and stipulations of the Department of Energy.

Instructions and stipulations of the Social Security Administration (Title VI of the Human Services Reauthorization Act, P.L. 98-558).

OAR 410-50-000 et seq.

SUBGRANTEE may obtain a copy of any of the above mentioned State Plans from the Weatherization Program Manager, State Community Services, 207 Public Service Bldg., Salem, OR 97310

EXHIBIT E-9  
Compliance with Laws

CSBG Homeless

45 CFR 96.30 Fiscal and Administrative Requirements

45 CFR 96.91 Audit Requirements

45 CFR 1080.4

Pub. L. 100-77 (Stewart B. McKinney Homeless Assistance Act,) as amended  
by Pub. L. 100-628.

EXHIBIT E-11  
Compliance with Laws

ESGP

OAR 461-100-000 et seq

Pub. L 100-77 (Stewart B. McKinney Homeless Assistance Act), as amended by Pub. L. 100-628.

24 CFR Part 85, if SUBGRANTEE is a governmental entity

24 CFR § 576.21 - Eligible Activities

24 CFR § 576.51 (b)(2)(B) and (C) - Use of Commercial Facilities as Homeless Shelter.

24 CFR § 576.73 - Continued Use Requirements.

24 CFR § 576.75 - Building Standards.

24 CFR § 576.77 - Assistance to the Homeless.

24 CFR § 576.79 - Other Federal Requirements

Other provisions of 24 CFR Part 576 relating to the allowable use of ESGP funds.

54 Fed Reg 750 (January 9, 1989), Notice of ESGP Fund Availability, to the extent it modifies any of the above provisions or places other requirements on the allowable use of ESGP funds.

Section 104 (g)(1) of the Housing and Community Development Act of 1974 and implementing regulations at 24 CFR Part 58 - environmental review responsibilities, if SUBGRANTEE is a unit of general local government.

24 CFR § 58.5 - additional environmental requirements.

EXHIBIT E-13  
Compliance with Laws

SHAP/SLIAG

OAR 461-100-000 et seq

To the extent that SUBGRANTEE provides services to any SLIAG-eligible individuals:

45 CFR Part 74

45 CFR Part 92

45 CFR Part 402.

EXHIBIT D  
REQUIRED REPORTS

Financial Status Report - 1 for each program by Federal Fiscal Year (FFY).

Due: Quarterly by the 12th of the month following the reporting period for weatherization programs.

Quarterly by the 18th of the month following the reporting period for non-weatherization programs.

Request for Cash Form - 1 for each program by FFY.

Due: On an as necessary basis at the discretion of the SUBGRANTEE.

(A Request for Cash Form should accompany each quarterly Financial Status Report).

Program Reports:

MONTHLY:

Due: Monthly by the 10th of the month following the reporting period.

TCFP 1 "Monthly distribution of Donated Foods to Family Units" (FNS-152).  
TEFAP 1 "Receipt and Distribution of Donated Commodities" (FNS-155)  
CSFP 1 "Monthly Report of the Commodity Supplemental Food Program and  
Quarterly Administrative Financial Status Report" (FNS-153).

QUARTERLY:

Due: Quarterly by the 12th of the month following the reporting period.

LIEAP Wx.1 "Weatherization Quarterly Program Report" by FFY.  
DOE Wx. 1 "Weatherization Quarterly Program Report" by FFY.  
PVE Wx. 1 "Weatherization Quarterly Program Report" by FFY.

Due: Quarterly by The 18th of the month following the reporting period.

RHPG 1 "Guide For Quarterly Performance Report" by FFY.  
LIEAP 1 "LIEAP Quarterly Report" by FFY.  
1 "LIEAP Hearings Report" by FFY.  
CSBG 1 "CSBG Quarterly Report" by FFY.

CSBG Homeless - 1 "Homeless Shelter Program - Program Narrative Report" by  
FFY.

ESGP 1 "Homeless Shelter Program - Program Narrative Report" by FFY.  
SHAP 1 "Homeless Shelter Program - Program Narrative Report" by FFY.  
OPIE 1 "Oregon Partners in Energy - Program Status Report" by FFY.  
SLIAG 1 "Eligible Legalized Aliens - Status Report" by FFY.

OTHER:

Due: 60 days after the end of the program period.

SYEP 1 "SYEP Program Narrative Report" by FFY.

SUBGRANTEE SHALL OBTAIN ALL NECESSARY REPORT FORMS FROM SCS

EXHIBIT F  
ASSURANCES

Subgrantee hereby assures and certifies that it will comply with federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. A-87, A-102, A-110, and A-122, as they relate to the application, acceptance, and use of Federal funds for this federally assisted project. Subgrantee also assures and certifies that with respect to funds delegated under this agreement:

1. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance. Subgrantee will immediately take any measures necessary to effectuate this agreement.
2. It will comply with Title VII of the Civil Rights Act of 1964 (42 USC § 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
3. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
7. It will 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.

8. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the work program(s) are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

10. It will assist the Department of Energy or Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC § 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying the Department of Energy or Health and Human Services of the existence of any such properties, and by (b) complying with all requirements established by the Department of Energy or Health and Human Services to avoid or mitigate adverse effects upon such properties.

11. It will comply with Title V, Subtitle I, of the Drug Free Workplace Act of 1988 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employees assistance programs; and.
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and,
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or,
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

12. It will comply with Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975

(Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), and the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385). In accordance with the above laws and regulations issued pursuant thereto, the Subgrantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

13. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subgrantee by the Department of Energy, this assurance obligates the Subgrantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Subgrantee for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

14. Where a primary objective of the Federal assistance is to provide employment or where the Subgrantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Subgrantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or handicap, in its employment practices. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

15. The Subgrantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subcontractor shall be required to sign a written assurance form.

16. The Subgrantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Subgrantee's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and handicap;

(3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and handicap, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Subgrantee agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Subgrantee from the use of Federal assistance funds extended by the Department of Energy. Facilities of the Subgrantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subgrantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Subgrantee by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Subgrantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the Subgrantee.

\_\_\_\_\_  
(Subgrantee)

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

EXHIBIT G

Certification Regarding Debarment, Suspension,  
and Other Responsibility Matters

1. MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES (SUBGRANTEE) certifies to the best of its knowledge and belief, that neither it nor any of its principals:
  - (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
  - (d) Have within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective SUBGRANTEE is unable to certify to any of the statements in this certification, such prospective SUBGRANTEE shall attach an explanation to this proposal.

\_\_\_\_\_  
(Director)

\_\_\_\_\_  
(Chairperson)

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

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

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)

Meeting Date 8-31-89  
Agenda No. R-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Revenue Agreement

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Susan Clack TELEPHONE 248-3691

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD \_\_\_\_\_

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of an intergovernmental revenue agreement between Multnomah County Social Services Division and City of Portland whereby City will provide \$40,000 to cover partial costs in maintaining staff support for the Regional Drug Initiative for the term 7/1/89-6/30/90.

A bud mod <sup>DHS#4</sup> appropriating the difference from what is in the adopted budget and actual contract amount accompanies this agreement and should be scheduled simultaneously.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY    ☐ PRELIMINARY APPROVAL    ☐ POLICY DIRECTION    ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA \_\_\_\_\_

IMPACT:

☒ PERSONNEL  
☒ FISCAL/BUDGETARY    \$40,000 in revenue in Org. 1410; \$25,212 already budgeted, \$12,226 added in accompanying bud mod.  
☐ - General Fund

Other Federal

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: \_\_\_\_\_

BUDGET / PERSONNEL Thom G. Eng

X COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

*returned to chair office 9/1/89 Jm*

1989 AUG 22 PM 3:25  
MULTNOMAH COUNTY  
OREGON  
CLERK OF BOARD OF COMMISSIONERS



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691

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  
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy  
Multnomah County Chair

VIA: Duane Zussy  
Director, Department of Human Services

FROM: Gary Smith  
Director, Social Services Division

DATE: August 9, 1989

SUBJECT: Approval of City of Portland/RDI Intergovernmental Revenue Agreement  
and Accompanying Budget Modification

**RETROACTIVE STATUS:** The contract was received from the City on August 7th and was processed as expeditiously as possible. We had little control over when we would receive the agreement but worked with the City to initiate it as timely as possible.

**RECOMMENDATION:** Social Services Division recommends Board approval of Budget Modification DHS #4 and ratification of the attached intergovernmental revenue agreement between the City of Portland and the A&D Program Office for the period July 1, 1989 through June 30, 1990.

**ANALYSIS:** This agreement provides up to \$40,000 from the City to fund a .5 FTE PDS and .5 FTE OA 2 (and related office costs) to conduct the activities identified by the RDI and County's Alcohol and Drug Program Office. Examples of activities include staffing RDI task forces and committees, implementing a comprehensive community-wide plan to combat drug abuse, develop curriculum and present workshops regarding effective strategies for prevention and treatment of drug abuse, etc.

\$25,212 of the \$40,000 is already appropriated in the A&D Operations budget. An additional \$12,226 is being appropriated in an accompanying budget modification for Board approval (DHS #4). The remaining \$2,562 will be appropriated at a later date if it appears that we will exceed the estimated cost.

**BACKGROUND:** This is the second year for the City of Portland, as the fiscal agent for the Regional Drug Initiative, to enter into an agreement with Multnomah County to mutually support RDI activities. The City's contribution for this year has increased to include funding for a .5 FTE RDI support person to assist the Executive Assistant.



## MULTNOMAH COUNTY OREGON

**CONTRACT APPROVAL FORM**  
 (See instructions on reverse side)

DHS #228 89-90

## TYPE I

- ☐ Professional Services under \$10,000  
☐ Revenue  
☐ Grant Funding  
☒ Intergovernmental Agreement
- Ratified R-3  
August 31, 1989

Amendment # \_\_\_\_\_ to Contract # \_\_\_\_\_

## TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)  
☐ PCRB Contract  
☐ Maintenance Agreement  
☐ Licensing Agreement  
☐ Construction

Amendment # \_\_\_\_\_ to Contract # \_\_\_\_\_

Contact Person Susan Clark Phone 248-3691 Date 8/8/89Department Human Services Division Social Services Bldg/Room 160/6Description of Contract Renews relationship to mutually fund city/county Regional Drug Initiative staff. Revenue will be appropriated in accompanying bud mod.RFP/BID # N/A Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ FBE ☐ QRFContractor Name City of PortlandMailing Address 1220 SW 5th, Room 303Portland, OR 97204Phone 248-4270Employer ID# or SS# N/A - RevenueEffective Date July 1, 1989Termination Date June 30, 1990Original Contract Amount \$ 40,000.00Amount of Amendment \$ --Total Amount of Agreement \$ 40,000.00Bud Mod DHS # 4

Required Signatures

## Payment Terms

- ☐ Lump Sum \$ \_\_\_\_\_  
☒ Monthly \$ Allotment  
☐ Other \$ \_\_\_\_\_

☐ Requirements contract-requisition required

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

Department Head [Signature]Date 8/17/89Purchasing Director  
(Type II Contracts Only) [Signature]

Date \_\_\_\_\_

County Counsel [Signature]Date 8.20.89

Budget Office \_\_\_\_\_

Date \_\_\_\_\_

County Executive/Sheriff \_\_\_\_\_

Date \_\_\_\_\_

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION			
						\$	<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)			
VENDOR CODE	VENDOR NAME									
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
	102280	156	010	1410				Revenue Code 2102	\$ 40,000.00 XXXXXXX	
									\$	
									\$	
									\$	

## RDI Executive Assistant

### Duties

1. Report to the Chair of the Steering Committee.
2. Provide staff assistance to Regional Drug Initiative (RDI) task force and committees.
3. Direct implementation of RDI "Community Agenda," a comprehensive community wide plan to combat drug abuse.
4. Manage special events, including press conferences and informational and training conferences.
5. Direct activities of federally and state funded contracts.
6. Develop curriculum and present workshops regarding effective strategies for prevention and treatment of drug abuse.
7. Provide technical assistance to community organizations on program planning, resource development and program evaluation.
8. Manage information and referral system on drug abuse.
9. Develop written documents: grant proposals, reports, contracts and contract amendments.
10. Supervise staff and volunteers.
11. Manage contract compliance with Federal, State. and corporate funding sources.
12. Direct efforts to encourage coordination among community organizations involved in drug abuse issues, e.g., Chamber of Commerce, Multnomah Council on Chemical Dependency, Citizens for a Drug-Free Oregon.
13. Present speeches to business and community groups regarding RDI activities.
14. Represent RDI at community organization meetings and meetings of local governmental jurisdictions.
15. Negotiate contracts.
16. Manage media communications.
17. Coordinate and facilitate communication among RDI funding agents, fiscal agent and grants offices.
18. Organize existing data and establish process for collection of community needs assessment data.
19. Organize need information and develop process for integration of needs/potential strategies to meet needs.
20. Organize and manage plan implementation.
21. Evaluate plan implementation and prepare evaluation reports.

## RDI Staff Assistant

### Duties

1. Report to Executive Assistant.
2. Assist in project development for purposes of grant application submissions.
3. Liaison with Steering Committee and Task Force.
4. Set up meetings.
5. Assist in development of various RDI documents.
6. Research information and referral resources and update resource information.
7. Provide support for meetings by making room and/or audio visual equipment reservations, collating materials to be distributed and ordering refreshments.
8. Maintain mailing lists and mailing labels.
9. Attend and participate in staff meetings and supervision sessions.
10. Inventory, order and distribute brochures, pamphlets and printed material upon request.
11. Inventory and distribute RDI video.
12. Assist in preparation of contract amendments and personal service agreements.
13. Initiate orders for general office supplies and paper products. Control level of supplies and insure sufficient supply to cover demand.
14. Prepare print shop order forms; collate materials to be sent for printing, typesetting or other graphic art works; compare billings from print shop to work orders.
15. In-house photocopying of low volume documents.
16. Assist in routing documents to the Department's Word Processing Center.
17. Develop mailing list for agencies in the community that would benefit from receiving resource information.
18. Mail notices of scheduled meetings, assist in preparation of agendas.
19. Mail pamphlets, literature and other materials regarding RDI when requested by public.

20. Prepare and send documents on FAX machine.
21. Provide information and referral by responding to questions from the public when appropriate or by referring to proper party.
22. Gather publications for the Drug Free Workplace library and organize and develop the DFW library for use by the project.
23. Collect model substance abuse policies and employee assistance program packets.
24. Assist in development and organization of speaker's bureau.
25. Assist in promotion of consultation services to employers.
26. Attend meetings and take minutes.
27. Create, revise and print documents, charts, reports, contracts, mailing lists and mailing labels using Wang Word Processing.
28. Assist in setting up and promoting the employer workshops.

(2885Z)

(For Clerk's Use) Meeting Date

Agenda No.

R-4

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 8-31-89

(Date)

DEPARTMENT Human Services

DIVISION Social Services

CONTACT Susan Clark

TELEPHONE 248-3691

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD	Duane Zussy
---	-------------

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget modification DHS # 4 increases A&D operations budget by \$12,226 to reflect actual revenue from City of Portland for RDI.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget modification DHS # 4 requests board approval to increase the A&D operations budget by \$12,226 to adjust anticipated revenue to cover personnel, space and telephone costs associated with an additional .5 FTE RDI support staff.

Revenue will be appropriated as follows:

Personnel	\$10,857
-----------	----------

Phone 350

Space 1,019

\$12,226

Returned to  
~~Chairman~~ Budget  
9/1/89  
Jm

While the contract stipulates that we may bill up to \$40,000, \$25,212 is already in the adopted budget. The remaining \$2,562 will be appropriated at a later date if we exceed the above actual costs.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

City of Portland/RDI revenue increased \$12,226

County General Fund increased by \$749 (indirect)

Service Reimbursement to CGF increased by \$749.

Service Reimbursement to Insurance fund increased by \$2,187.

Service Reimbursement to Building management increased by \$1,019.

Service Reimbursement to Telephone fund increased by \$350.

To be scheduled simultaneously with Contract D45#228

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of \_\_\_\_\_)  
(Specify Fund) \_\_\_\_\_ (Date)

43

After this modification

53

Originated By

Date \_\_\_\_\_

Department Manager

Date \_\_\_\_\_

Budget Analyst

Date \_\_\_\_\_

Personnel Analyst

Date

Board Approval

Date \_\_\_\_\_

4202B

## EXPENDITURE

TRANSACTION EB [ ]

GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organl- zation	Reporting Activity Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1410		5100			6,917		Increase Permanent
		156	010	1410		5500			1,753		Increase Fringe
		156	010	1410		5550			2,187		Increase Insurance
										10,857	Total Personnel
		156	010	1410		7100			749		Increase Indirect (.069)
		156	010	1410		7150			350		Increase Telephone
		156	010	1410		7400			1,019		Increase Building Mgmt.
										2,118	Total M&S
										12,975	Total Org 1410
		100	010	0104		7608			749	749	Cash Transfer
		100	030	5600		6180			1,019	1,019	Increase Bldg. Mgmt. Fund
		400	040	7531		6520			2,187	2,187	Increase Ins. Fund
		165	040	7990		6140			350	350	Increase Telephone Fund

TOTAL EXPENDITURE CHANGE

17,280

TOTAL EXPENDITURE CHANGE

## REVENUE

TRANSACTION RB [ ]

GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organl- zation	Reporting Activity Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1410		2102			12,226		City of Portland - RDI
		156	010	1410		7605			749		CGF
		165	040	7990		6602			350		Svc. Reim. F/S to telephone
		100	045	7410		6602			749		Svc. Reim. F/S to GF
		100	030	5600		6602			1,019		Svc. Reim. Bldg Mgmt.
		400	040	7531		6602			2,187		Svc. Reim. Insurance

TOTAL REVENUE CHANGE

17,280

TOTAL REVENUE CHANGE

PERSONNEL DETAIL FOR BUD MOD NO. DHS #4

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	Annualized		TOTAL Increase (Decrease)
			FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	
.5 FTE	OA2	8,289	F 2,097	I 1,879	12,265
<hr/>					
TOTAL CHANGE (ANNUALIZED)		8,289	2,097	1,879	12,265

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	Current FY		TOTAL Increase (Decrease)
			FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	
Part-Time	Add .5 FTE OA2 as of 9/1/89 to assume RDI support. This position is currently filled with .5 FTE for NIDA Grant and with addition of this revenue, the position will become 1.0 FTE.	6,917	F 1,753	I 2,187	10,857



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691

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  
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy  
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy*  
Director, Department of Human Services

FROM: Gary Smith *Gary Smith*  
Director, Social Services Division

DATE: August 9, 1989

SUBJECT: Approval of City of Portland/RDI Intergovernmental Revenue Agreement  
and Accompanying Budget Modification

**RETROACTIVE STATUS:** The contract was received from the City on August 7th and was processed as expeditiously as possible. We had little control over when we would receive the agreement but worked with the City to initiate it as timely as possible.

**RECOMMENDATION:** Social Services Division recommends Board approval of Budget Modification DHS # 4 and ratification of the attached intergovernmental revenue agreement between the City of Portland and the A&D Program Office for the period July 1, 1989 through June 30, 1990.

**ANALYSIS:** This agreement provides up to \$40,000 from the City to fund a .5 FTE PDS and .5 FTE OA 2 (and related office costs) to conduct the activities identified by the RDI and County's Alcohol and Drug Program Office. Examples of activities include staffing RDI task forces and committees, implementing a comprehensive community-wide plan to combat drug abuse, develop curriculum and present workshops regarding effective strategies for prevention and treatment of drug abuse, etc.

\$25,212 of the \$40,000 is already appropriated in the A&D Operations budget. An additional \$12,226 is being appropriated in an accompanying budget modification for Board approval (DHS # 4). The remaining \$2,562 will be appropriated at a later date if it appears that we will exceed the estimated cost.

**BACKGROUND:** This is the second year for the City of Portland, as the fiscal agent for the Regional Drug Initiative, to enter into an agreement with Multnomah County to mutually support RDI activities. The City's contribution for this year has increased to include funding for a .5 FTE RDI support person to assist the Executive Assistant.

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date 8/31/89  
Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: RATIFICATION OF INTERGOVERNMENTAL AGREEMENT

Informal Only\* \_\_\_\_\_

(Date)

Formal Only \_\_\_\_\_

(Date)

DEPARTMENT OF HUMAN SERVICES/

DEPARTMENT OFFICE OF COUNTY CHAIR \_\_\_\_\_ DIVISION HEALTH

CONTACT GARY OXMAN, MD TELEPHONE X3674

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD DUANE ZUSSY/SCOTT CLEMENT

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of Intergovernmental Agreement with Oregon Health Sciences University whereby the University will continue to provide physicians for \$120 per half day clinics at County's T.B. clinic for period July 1, 1989 through June 30, 1990.

COPY OF CONTRACT IS AVAILABLE AT CLERK OF THE BOARD

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA \_\_\_\_\_

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER \_\_\_\_\_

*returned to  
Health Div. 9/1/89  
Jm*

BOARD OF  
COUNTY COMMISSIONERS  
1989 AUG 22 PM 3:25  
MULTI-COUNTY  
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: \_\_\_\_\_

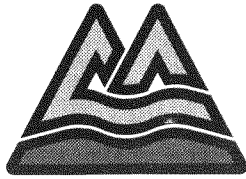
BUDGET / PERSONNEL: \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
HEALTH DIVISION  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3674  
FAX (503) 248-3676

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: Duane Zussy, Director *Duane Zussy*  
Department of Human Services *Billy*

FROM: Bill Odegaard, Director  
Health Division

DATE: August 11, 1989

SUBJECT: Retroactive Intergovernmental Agreement With Oregon Health Sciences University

Retroactive: This second copy of the intergovernmental agreement with OHSU is retroactive because the first copy has not been seen since being logged out at the Department of General Services' contract desk June 14, 1989.

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and County Board ratification of this Intergovernmental Agreement with Oregon Health Sciences University for the period July 1, 1989, to June 30, 1990.

Analysis: Physicians in Oregon who wish to specialize in diseases of the chest must study for an additional two years after their two year residency and one year internship requirements are met. These "Chest Fellows" provide diagnosis, treatment, evaluation, and consultation in County's TB Clinic at \$120 for each half-day clinic. County physicians get access to University and VA Hospital staff consultations and Fellows get excellent learning exposure. *\$1200 has been budgeted for this contract.*

Background: This contract has been renewed annually since July 1982. This Contractor has also been identified in the past as Medical Research Foundation.



## MULTNOMAH COUNTY OREGON

## CONTRACT APPROVAL FORM

*(See instructions on reverse side)*

FY 89-90 DHS #107

## TYPE I

- ☐ Professional Services under \$10,000  
☐ Revenue  
☐ Grant Funding  
☒ Intergovernmental Agreement

Ratified R-5  
August 31, 1989

Amendment to above, Number \_\_\_\_\_  
(Original Contract Amount \_\_\_\_\_)

**TYPE II**

- ☐ Professional Services over \$10,000 (RFP, Exemption)
- ☐ PCRB Contract
- ☐ Maintenance Agreement
- ☐ Licensing Agreement

Amendment to above, Number \_\_\_\_\_  
(Original Contract Amount \_\_\_\_\_)

Contact Person Kennedy Phone 3674 Date 8-17-87

Department Human Services Division Health Bldg/Room 160/8

Description of Contract Contractor agrees to continue to provide medical care at TB Clinic.

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

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name Oregon Health Sciences University  
Mailing Address Division Pulmonary & Critical Care  
3181 SW Sam Jackson Park Rd, Portland, OR 97201

Phone 225-7680  
Employer ID# or SS# 93-0692164

Effective Date July 1, 1989

Termination Date June 30, 1990

Total Amount of Agreement \$ Requirements

up to \$1,200

## Payment Terms

- ☐ Lump Sum \$ \_\_\_\_\_  
☐ Monthly \$ \_\_\_\_\_  
☒ Other \$ \$120 per half day TB Clinic

☐ Requirements contract-requisition required  
Purchase Order No. \_\_\_\_\_

**Required Signatures:**

Department Head A. A. Evans Lussan

Date 01/01/01

Purchasing Director \_\_\_\_\_  
(Type II Contracts Only)

Date \_\_\_\_\_

County Counsel \_\_\_\_\_

Date 8.20.87

Budget Office 11-20-11

Date \_\_\_\_\_

County Executive/Sheriff Glady Mc Coy

Date 8/31/89

TRANSACTION CODE		P O		AGENCY		PO DATE		m m d d y y		ACCOUNTING PERIOD		m / m y / y		BUDGET FY		y y		ACTION	
VENDOR CODE		VENDOR NAME										TOTAL AMOUNT		\$					
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION				AMOUNT		INC/ DEC IND				
	101070	156	010	0700		6110		0399					\$ requirements						
													\$						
													\$						
													\$						



## MULTNOMAH COUNTY OREGON

## CONTRACT APPROVAL FORM

(See instructions on reverse side)

FY 89-90 DHS #107

## TYPE I

- ☐ Professional Services under \$10,000  
☐ Revenue  
☐ Grant Funding  
☒ Intergovernmental Agreement

**Ratified R-5**  
**August 31, 1989**

Amendment to above, Number \_\_\_\_\_  
 (Original Contract Amount \_\_\_\_\_)

## TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)  
☐ PCRB Contract  
☐ Maintenance Agreement  
☐ Licensing Agreement

Amendment to above, Number \_\_\_\_\_  
 (Original Contract Amount \_\_\_\_\_)

Contact Person Kennedy Phone 3674 Date 8-17-89

Department Human Services Division Health Bldg/Room 160/6

Description of Contract Contractor agrees to continue to provide medical care at TB Clinic.

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

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name Oregon Health Sciences University

Mailing Address Division Pulmonary & Critical Care

3181 SW Sam Jackson Park Rd, Portland, OR 97201

Phone 225-7680

Employer ID# or SS# 93-0692164

Effective Date July 1, 1989

Termination Date June 30, 1990

Total Amount of Agreement \$ Requirements

Payment Terms  
☐ Lump Sum \$ \_\_\_\_\_  
☐ Monthly \$ \_\_\_\_\_  
☒ Other \$ \$120 per half day TB clinic

☐ Requirements contract-requisition required  
 Purchase Order No. \_\_\_\_\_

Required Signatures:

Department Head [Signature] Date 8/18/89

Purchasing Director \_\_\_\_\_ Date \_\_\_\_\_

(Type II Contracts Only)

County Counsel \_\_\_\_\_ Date \_\_\_\_\_

Budget Office \_\_\_\_\_ Date \_\_\_\_\_

County Executive/Sheriff [Signature] Date 8/18/89

TRANSACTION CODE	P O	AGENCY	PO DATE	m m d d y y	ACCOUNTING PERIOD	m m y y	BUDGET FY	y y	ACTION		
VENDOR CODE		VENDOR NAME			TOTAL AMOUNT		\$		<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)		
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
	101070	156	010	0700		6110		0399		\$ requirements	
										\$	
										\$	
										\$	

## INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **TYPE I, TYPE II** — Check off appropriate type of contract in one of the two boxes on top of form. Note: Type II contracts need to be routed through Purchasing Director, Type I does not. If Amendment, enter contract number of original agreement and original contract amount.
2. **CONTACT PERSON, PHONE** — Enter name and phone number of person initiating contract from responsible County department.
3. **DATE** — Enter date contract and Contract Approval Form submitted for approval and execution.
4. **DEPARTMENT, DIVISION, BLDG/ROOM** — List appropriate County department and division responsible and interoffice mail code.
5. **DESCRIPTION OF CONTRACT** — Summary of product purchased or services to be performed. Note if an amendment or extension.
6. **RFD/BID #** — Enter number if contract is result of RFP/Bid selection process.
7. **DATE OF RFP/BID** — Enter date of RFP/BID public opening.
8. **DATE OF EXEMPTION** — Enter date exemption from competitive bidding granted by BCC.
9. **REVIEWED FOR MINORITY/FEMALE BUSINESS** — Check appropriate box if County sought business from MBE or FBE firm(s).
10. **CONTRACTOR IS MBE OR FBE** — Check appropriate box if contractor is certified as an MBE or FBE.
11. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** — Enter current information.
12. **EMPLOYER ID# OR SS#** — Enter employer ID# or social security number if Contractor is individual.
13. **EFFECTIVE DATE** — Date contract states to begin services.
14. **TERMINATION DATE** — Date contract states services terminated.
15. **TOTAL AMOUNT OF AGREEMENT** — Enter amount of agreement being submitted. If Amendment, enter amount of increase/decrease only.
16. **PAYMENT TERMS** — Designate payment terms by checking appropriate box and entering dollar amount.
17. **REQUIREMENTS CONTRACT — REQUISITION REQUIRED** — Check this box to note that a Purchase Order will be issued to trigger payment.
18. **PURCHASE ORDER NO.** — Enter number of Purchase Order to be issued. If number is not known, enter "P.O. will be issued."
19. **REQUIRED SIGNATURES** — To be completed as approved. Purchasing Director needs to sign for Type II contracts only.
20. **AGENCY** — Enter your Department's agency number.
21. **VENDOR NAME** — Enter Contractor name as entered above.
22. **TOTAL AMOUNT** — Enter total dollar amount of contract.
23. **CONTRACT NUMBER** — Purchasing will enter all new contract numbers. If contract extension or amendment, initiator should enter current contract number.
24. **ACCOUNT CODE STRUCTURE** — Enter Account Code structure for the type of agreement, i.e., expense or revenue.
25. **DESCRIPTION** — Optional.
26. **AMOUNT** — If total dollar amount is being split among different account numbers indicate dollar amounts here.

MULTNOMAH COUNTY  
AND  
OREGON HEALTH SCIENCES UNIVERSITY  
TB CLINIC AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the 3 day of NOV, 1989, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the OREGON HEALTH SCIENCES UNIVERSITY, acting by and through Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter referred to as "STATE").

W I T N E S S E T H :

WHEREAS, STATE has the responsibility to train physicians to diagnose and treat pulmonary diseases; and

WHEREAS, COUNTY has the responsibility to operate a Tuberculosis (TB) clinic; and

WHEREAS, it is mutually beneficial to both parties to enter into an agreement under those terms and conditions set forth, now, therefore,

IN CONSIDERATION of those mutual promises and the conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be from July 1, 1989, through and including June 30, 1990, subject to earlier termination under Section 5 hereof.

2. Services.

A. COUNTY's services under this Agreement shall consist of the following:

- 1) Administer, fund, staff, and schedule patients for its TB clinic.
- 2) Inform STATE of any changes or modifications to TB Clinic hours.

B. STATE's services under this Agreement shall consist of the following:

Schedule physicians ("chest fellows") in training to staff half-day TB clinics to provide diagnosis, treatment, evaluation, and consultation services in COUNTY's TB Clinic.

3. Compensation.

A. COUNTY agrees to pay STATE for the performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

- 1) \$120 per clinic upon submission of an invoice.

B. COUNTY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify STATE as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Agreement payments must be received within thirty (30) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of CONTRACTOR.

D. COUNTY will verify clinic hours and send payments quarterly.

4. Contractor is Independent Contractor

A. STATE is an independent contractor and is solely responsible for the conduct of its programs. STATE, its employees and agents shall not be deemed employees or agents of COUNTY.

B. STATE shall hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of STATE, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

C. COUNTY shall hold and save harmless STATE, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Workers Compensation

A. STATE 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.

6. Contractor Identification

STATE shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service.

7. Subcontracts and Assignment

STATE shall neither subcontract with others for any of the work prescribed herein, nor assign any of STATE'S rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to STATE.

8. Access to Records

A. STATE agrees to permit authorized representatives of COUNTY, and/or the applicable Federal or State government audit agency to make such review of the records of the STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY Health Division to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If a Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such costs.

9. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement 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 Agreement.

10. Adherence to Law

A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification

A. In the event that COUNTY's Agreement obligation is amended by a federal or state initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this Agreement, whether COUNTY or STATE initiated, shall be reduced to writing and signed by both parties.

12. Integration

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

13. Record Confidentiality

STATE agrees to keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

14. Early Termination

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

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

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions; or

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.

2) Upon notice if STATE fails to start-up services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.

3) Upon notice to COUNTY of evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.

D. Payment to STATE will include all services provided through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.

E. Termination under any provision of this section shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

15. Litigation.

A. STATE shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against STATE or any subcontractor of which STATE may be aware of which may result in litigation related in any way to this Agreement.

16. Oregon Law and Forum

This Agreement shall be construed according to the law of the state of Oregon.

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

OREGON HEALTH SCIENCES UNIVERSITY

By

Date

11-3-89

93-6001786W

Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By

Date

8/31/89

HEALTH DIVISION

By

Date

8/11/89

HEALTH DIVISION

By

Date

14 Aug 89

REVIEWED:

LAURENCE KRESSEL  
County Counsel for  
Multnomah County, Oregon

By

Deputy County Counsel

Date

8-20-89

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date 8/31/89  
Agenda No. R-6

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Personal Services Agreement

Informal Only\* \_\_\_\_\_ (Date) \_\_\_\_\_ Formal Only \_\_\_\_\_ (Date) \_\_\_\_\_

DEPARTMENT Human Services DIVISION Social Services

CONTACT Susan Clark TELEPHONE 248-3691

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

**BRIEF SUMMARY** Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of personal services agreement between OHSU and DD program office whereby County will pay for psychiatric evaluation for DD clients referred by case managers at established rates for the period August 18, 1989 through June 30, 1990.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA \_\_\_\_\_

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY Revenue identified in adopted budget Org. 1215 "D&F pool"

☒ -General Fund

Other \_\_\_\_\_

*returned to  
Social Services  
9/1/89  
Jm*

1989 AUG 22 PM 3:25  
CLATSOP COUNTY  
REGON

SIGNATURES:

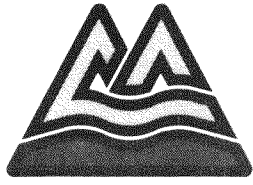
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691

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  
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy  
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy*  
Director, Department of Human Services

FROM: Gary Smith *MSD*  
Director, Social Services Division

DATE: August 15, 1989

SUBJECT: Ratification of OHSU Diagnosis and Evaluation Personal Services Agreement

**RETROACTIVE STATUS:** The effective date of this agreement is August 18, 1989 so that a special needs DD client referred by the County's D&E coordinator can obtain a specialized psychiatric evaluation conducted at OHSU. The need was not determined until last week and an agreement was initiated immediately.

**RECOMMENDATION:** Social Services Division recommends Board ratification of the attached personal services agreement between OHSU and the DD Program Office for the period August 18, 1989 through June 30, 1990.

**ANALYSIS:** This is a standard personal services agreement with OHSU for the provision of psychiatric evaluations for DD clients referred by our case managers. The DD Program has initiated over 15 D&E contracts with different individuals and agencies so that evaluations can be conducted by the most appropriate individual (e.g., specialized for the hearing impaired, autistic, etc.).

Revenue for this agreement is in the DD Contracts budget under "D&E Pool" funds.

**BACKGROUND:** DD program staff have been attempting to locate and contract with a number of qualified diagnostic and evaluation providers for this fiscal year. This "pool" will allow the County to match D&E provider specialties with DD special client needs. In this instance, there is a hearing impaired individual in need of a psychiatric evaluation. OHSU has qualified staff on board to provide this evaluation.

D&E services are based on a requirements basis and will not exceed \$10,000.



## MULTNOMAH COUNTY OREGON

## CONTRACT APPROVAL FORM

*(See instructions on reverse side)*

DHS #229

89-90

## TYPE I

- ☐ Professional Services under \$10,000  
☐ Revenue  
☐ Grant Funding  
☒ Intergovernmental Agreement

Ratified R-6  
August 31, 1989

Amendment # \_\_\_\_\_ to Contract # \_\_\_\_\_

## TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
- ☐ PCRb Contract
- ☐ Maintenance Agreement
- ☐ Licensing Agreement
- ☐ Construction

Amendment # \_\_\_\_\_ to Contract # \_\_\_\_\_

Contact Person Susan Clark Phone 248-3691 Date 8/14/89

Department Human Services Division Social Services Bldg/Room 160/6th

Description of Contract Provide D&E services for DD clients referred by County case managers.

RFP/BID # NA-IGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ FBE ☐ QRF

Contractor Name Anya Averill, Contracts Manager  
University Hospital Fiscal Services

Mailing Address 3181 SW Sam Jackson Park Road  
Portland, OR 97201

Phone 279-8548

Employer ID# or SS# 93-6001786

Effective Date August 18, 1989

Termination Date June 30, 1990

Original Contract Amount \$ Requirements

Amount of Amendment \$

Total Amount of Agreement \$ 1 Requirements

**Required Signatures:**

Department Head H. Anne Rusey 8/14/87

Date \_\_\_\_\_

Purchasing Director \_\_\_\_\_  
(Type II Contracts Only)

Date \_\_\_\_\_

County Counsel [Signature]

Date 8-20-01

Budget Office \_\_\_\_\_

Date \_\_\_\_\_

County Executive/Sheriff Shadys McCoy

Date 8/3/87

TRANSACTION CODE		P O		AGENCY		PO DATE		m m d d y y		ACCOUNTING PERIOD		m m y y		BUDGET FY		y y		ACTION <input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)	
VENDOR CODE				VENDOR NAME										TOTAL AMOUNT		\$			
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION						AMOUNT		INC/DEC IND		
	102290	156	010	1220	DD64	6110		1209							\$ Requirements				
															\$				
															\$				
															\$				

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 18th of August, 1989, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and STATE OF OREGON, ACTING BY AND THROUGH THE STATE BOARD OF EDUCATION FOR AND ON BEHALF OF UNIVERSITY HOSPITAL OF THE OREGON HEALTH SCIENCES UNIVERSITY (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

WHEREAS, COUNTY's Social Services Developmental Disabilities Program requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, CONTRACTOR is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be from August 18, 1989, to and including June 30, 1990, unless sooner terminated under the provisions hereof.

2. Services.

CONTRACTOR's services under this Agreement shall consist of the following:

Special Conditions: 17.1.1.E.  
17.1.2  
Attachment I

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR \$5,000 for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

See attached portion of Special Conditions.

In no event shall the compensation of CONTRACTOR exceed a total of \$5,000. COUNTY shall pay CONTRACTOR promptly in response to CONTRACTOR's itemized billing(s).

B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

4. CONTRACTOR is Independent Contractor.

A. CONTRACTOR shall be an independent contractor for all purposes and shall be entitled to no compensation other than all the compensation provided for under paragraph 3 of this Agreement.

B. CONTRACTOR shall hold and save harmless COUNTY, its officers, agents, and employees from damage arising out of the tortious acts of CONTRACTOR, or its officers, agents and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, O.R.S. 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

E. COUNTY shall hold and save harmless CONTRACTOR, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, O.R.S. 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

5. Workers' Compensation Insurance

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

B. In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this Agreement, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage under such renewal contracts.

6. Contractor Identification.

CONTRACTOR shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR's Social Security number, as COUNTY deems applicable.

7. Subcontracts and Assignment.

CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without obtaining prior written approval from COUNTY; COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to CONTRACTOR.

8. Access to Records.

COUNTY shall have access to such books, documents, papers and records of CONTRACTOR as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

9. Work is Property of County.

All work performed by CONTRACTOR under this Agreement shall be the property of COUNTY.

10. Adherence to Law.

A. CONTRACTOR shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, CONTRACTOR agrees to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance." CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

12. Integration.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

13. Non-Violation of Tax Laws.

CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

14. Early Termination.

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

1. Immediately upon mutual written consent of the parties, or at such time as the parties agree; or

2. By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

B. 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 Agreement.

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

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

17. DIAGNOSIS AND EVALUATION SERVICES

17.1.1. E. SERVICES - PSYCHIATRISTS

CONTRACTOR agrees to provide a written report for each evaluation performed.

The CONTRACTOR understands that there are several potential payment resources for the reimbursement of the CONTRACTOR's cost in providing the services described herein. Identification of the payment sources for each client will be made by the D & E program on the D & E Referral Form. This form will be included in the referral information. Either first party (Multnomah County) or third party (Medicaid, Medicare and all other sources) will be identified as the payment source. Multnomah County provides payment of last resort. The CONTRACTOR agrees to the following billing procedures on a per client basis. Billing will be initiated after the reports have been completed and sent to the D & E Program:

For those identified as Multnomah County or D&E, Contractor will submit a detailed bill to:

Diagnosis and Evaluation Program  
Multnomah County Social Services Division  
426 S.W. Stark, 7th Floor  
Portland OR 97204

For those identified as Adult & Family Services (AFS):

The DD Program will secure prior authorization from AFS. The CONTRACTOR will complete a HCFA-1500 or UB82 form and submit it for payment to:

Adult and Family Services  
P.O. Box 14955  
Salem OR 97309

17.1.2 SCHEDULE OF PAYMENT FOR DIAGNOSTIC AND EVALUATION SERVICES

All fees for services rendered, regardless of payment source, shall follow and not exceed the guidelines set forth by Oregon State Adult and Family Services Division.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

17. DIAGNOSIS AND EVALUATION SERVICES

ATTACHMENT I

AFS ADMINISTRATIVE EXAMINATIONS RATE SCHEDULE  
(effective 7/1/89)

100AM	Administrative Exam., Initial Brief History, Physical Examination and Report	\$19.96
110AM	Administrative Exam, Initial Limited History, Physical Examination and Report	\$29.70
115AM	Administrative Exam, Initial Intermediate History, Physical Examination and Report	\$49.66
120AM	Administrative Exam, Initial Extended History, Physical Examination and Report	\$69.51
121AM	Administrative Exam, Initial Comprehensive History, Physical Examination and Report	\$81.36
150AM	Administrative Exam, Limited History, Physical Examination and Report, Established Patient	\$15.97
160AM	Administrative Exam, Intermedicate Examination, Evaluation and Report, Established Patient	\$19.86
170AM	Administrative Exam, Extended Re-examination or Reevaluation and Report, Established Patient	\$29.70
180AM	Administrative Exam, Comprehensive Service and Report, Established Patient	\$54.31
2002M	Administrative Exam, Ophthalmological or Optometric, Refraction, and Report on Form Provided	\$49.66
9080M	Does not require Prior Authorization Administrative Records Report based on existing medical records in the provider's office	\$15.61
815AM	Psychiatrist; Intermediate Psychiatric Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have.	\$49.66
816AM	Psychiatrist; Comprehensive Psychiatric Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have.	\$78.03

17/20

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

17. DIAGNOSIS AND EVALUATION SERVICES

ATTACHMENT I

AFS ADMINISTRATIVE EXAMINATIONS RATE SCHEDULE  
(effective 7/1/89)

100AM	Administrative Exam., Initial Brief History, Physical Examination and Report	\$19.96
110AM	Administrative Exam, Initial Limited History, Physical Examination and Report	\$29.70
115AM	Administrative Exam, Initial Intermediate History, Physical Examination and Report	\$49.66
120AM	Administrative Exam, Initial Extended History, Physical Examination and Report	\$69.51
121AM	Administrative Exam, Initial Comprehensive History, Physical Examination and Report	\$81.36
150AM	Administrative Exam, Limited History, Physical Examination and Report, Established Patient	\$15.97
160AM	Administrative Exam, Intermedicate Examination, Evaluation and Report, Established Patient	\$19.86
170AM	Administrative Exam, Extended Re-examination or Reevaluation and Report, Established Patient	\$29.70
180AM	Administrative Exam, Comprehensive Service and Report, Established Patient	\$54.31
2002M	Administrative Exam, Ophthalmological or Optometric, Refraction, and Report on Form Provided	\$49.66
9080M	Does not require Prior Authorization Administrative Records Report based on existing medical records in the provider's office	\$15.61
815AM	Psychiatrist; Intermediate Psychiatric Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have.	\$49.66
816AM	Psychiatrist; Comprehensive Psychiatric Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have.	\$78.03

17/20

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

AFS ADMINISTRATIVE EXAMINATIONS RATE SCHEDULE

ATTACHMENT I

817AM	Comprehensive Neuropsychiatric Evaluation	\$116.33
819AM	Comprehensive Psychiatric or Other Physician's Report based on existing medical records or examination. GA-SSI Program only.	\$ 69.51
800AP	Psychologist; Comprehensive Psychological Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have (no testing)	\$ 78.03
805AP	Intermediate Psychological Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have.	\$ 49.66
810AP	Psychologist or Psychiatrist; Intellectual Assessment	\$109.50
815AP	Psychologist or Psychiatrist; Personality Assessment	\$155.10
819AP	Comprehensive Psychological Evaluation	\$ 69.51
820AP	Psychologist or Psychiatrist; Organicity	\$136.96
825AP	Psychologist or Psychiatrist; Halstad-Reitan Complex	\$301.85
830AP	Psychologist or Psychiatrist; Comprehensive Evaluation and Testing (comprised of any three or more of the above assessments).	\$319.35
908OM	Does not require prior authorization Psychologist; Administrative Records Report based on existing medical records in the provider's office.	\$15.61
888AM	Social Worker; Comprehensive Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have (no testing).	\$ 55.41

AFS REIMBURSEMENT RATE PERCENTAGE FOR OT, PT,  
SPEECH/LANGUAGE, AND AUDIOLOGICAL EVALUATIONS:

County agrees to pay at AFS-determined reimbursement rate percentage. This is based on fifty-four per cent of actual costs as calculated in the Audited Medicare Cost Reports.

17/21

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

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
(Contractor)

Date \_\_\_\_\_

\_\_\_\_\_  
(Contractor's I.D. #)

By \_\_\_\_\_  
Gladys McCoy  
Board of Commissioners Chair

Date \_\_\_\_\_

By *Gary W. Smith*  
Division Director

Date *8/15/89*

By *Charlotte Duncan*  
Program Manager

Date *Aug 9 1989*

REVIEWED:

\_\_\_\_\_  
Laurence Kressel, County Counsel

Date \_\_\_\_\_

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date 8/31/89  
Agenda No. R-7

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Work Study Agreement

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Susan Clark TELEPHONE 248-3691

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of a work study agreement between the University/Community Action Program of the University of Oregon and the DD program office whereby County will contribute \$3,420 for a work study student for the period September 19, 1989 through June 8, 1990.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA \_\_\_\_\_

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY Identified in adopted budget-org. 1270,6110.

☐ - General Fund

Other Federal/State

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature] 8/17/89

BUDGET / PERSONNEL 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691

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  
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy  
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy*  
Director, Department of Human Services

FROM: Gary Smith *GS*  
Director, Social Services Division

DATE: August 15, 1989

SUBJECT: Ratification of University of Oregon Work Study Agreement

**RECOMMENDATION:** Social Services Division recommends Board ratification of a work study agreement between the University of Oregon and the DD Program Office for the period September 19, 1989 through June 8, 1990.

**ANALYSIS:** This is a renewal of a work study agreement with the University/Community Action Program of the University of Oregon to place one community services student within the DD Program Office to gain practicum experience in the area of case management. While the University of Oregon will assume liability and payment for this student, the County will contribute \$3,420 towards the cost. Specific duties of the practicum student will be negotiated with the University and the student's field supervisor, Jan Peterson, DD Case Management Supervisor.

Revenue for this agreement is in the DD Case Management Budget under Professional Services.

**BACKGROUND:** This is the second year the County and the University have entered into a joint agreement to fund and train work study students. The past fiscal year, two work study students assisted with a variety of activities within the case management section.

This agreement is under \$10,000 and therefore does not need to be let through the competitive bid process.

(See instructions on reverse side)

DHS # 238 89-90

## TYPE 1

- Ratified R-7 only  
August 31, 1989

Amendment # 001060 to Contract # 001060

## TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)  
☐ PCRb Contract  
☐ Maintenance Agreement  
☐ Licensing Agreement  
☐ Construction

**Amendment # \_\_\_\_\_ to Contract # \_\_\_\_\_**

Department Human Services Division Social Services Bldg/Room 160/6

Description of Contract To help cover costs for 1 work study student placed in the DD program office for this school year. Revenue identified in adopted budget.

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☒ FBE ☐ QRF

**Total Amount of Agreement \$ 3,240-**

DHS - Attn: Anita Runyan, Director

## Payment Terms

- ☐ Lump Sum      \$ \_\_\_\_\_  
☒ Monthly      \$     Allotment       
☐ Other      \$ \_\_\_\_\_

☐ Requirements contract-requisition required

Purchase Order No. NEEGA TO TUNO TOTAL AMOUNT OF AGREEMENT

**Required Signatures:**

Department Head M. J. [Signature] 01/17/94

Date 10-14-2005

Purchasing Director \_\_\_\_\_  
(Type II Contracts Only)

Date \_\_\_\_\_

County Counsel: [Signature]

Date 8.20.87

Budget Office \_\_\_\_\_

Date \_\_\_\_\_

County Executive/Sheriff Glenn McGee

Date 8/3/89

TRANSACTION CODE		P0		AGENCY		PO DATE		m m d d y y		ACCOUNTING PERIOD		m m y y		BUDGET FY		y y		ACTION <input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)	
VENDOR CODE				VENDOR NAME								TOTAL AMOUNT		\$					
LINE NO.		CONTRACT NUMBER		FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION				AMOUNT		INC/DEC IND		
		102380		156	010	1270		6110							\$ 3,240-				
															\$				
															\$				
															\$				

MEMORANDUM OF AGREEMENT

Between

University/Community Action (UCA), Department of Human Services

Address: 109 Hendricks Hall, University of Oregon, Eugene, Oregon 97403

UCA Director: Anita Runyan

Telephone Number: (503)686-3813

And

Participating Agency: Multnomah County Developmental Disabilities Program

Address: 426 S.W. Stark, 7<sup>th</sup> Floor, Portland, OR 97204

Agency Representative: Tom Minahan Telephone: 248-3658

It is hereby agreed by the UCA/HS Program and Multnomah Co. Developmental Disabilities Program that they will implement this plan in accordance and compliance with the specific conditions contained herein for the period of 9/19/89 to 6/8/90 for each student: Rebecca Farrow

The Agency agrees to pay \$ 3,420.00 for the contract period for each UCA student for no more than 1 student(s). The Agency will be billed quarterly, in advance, for the length of this agreement.

Billing name/address if different from above

1. UCA will:

- A. Recruit, interview, select and enroll students.
- B. Assist participating agencies in developing job descriptions for each UCA student consistent with criteria established by the UCA advisory committee.
- C. Place students with participating agencies matching interests and skills with tasks to be accomplished in approved job description.
- D. Provide pre-service orientation and in-service training for students in cooperation with participating agencies.
- E. Provide a Supervisor's Workshop for participating agency supervisors, prior to student(s) placement.
- F. Provide theory-practice integration seminars for students.
- G. Provide support to students in administrative matters concerning project assignment and career counseling as appropriate.
- H. Provide stipend according to UCA policy.
- I. Provide coverage for students according to State Accident Insurance Fund (SAIF) rules and regulations.

- J. Retain full responsibility for the management and fiscal control of the project.
- K. When appropriate, transfer a UCA student from one placement to another consistent with project and participating agency needs and interests.
- L. When appropriate, terminate a student's service for cause or for the best interest of the student and the project.

The Participating Agency will:

- A. Complete a Program Planning Questionnaire including information regarding the agency and job description for the student.
- B. Direct the designated student Supervisor(s) to attend the UCA Supervisor's Workshop provided prior to the student(s) placement.
- C. Provide day-to-day supervision for students with at least weekly student supervisory meetings.
- D. Provide transportation or travel reimbursement for students for travel expenses incurred in the performance of the job assignment.
- E. Provide materials related to the performance of student assignments.
- F. Assist, as appropriate, in evaluating student's work and professional development.

The student shall have as his/her primary responsibilities and duties those responsibilities and duties enumerated in the job description and in seminar descriptions.

- A. In support of these goals, responsibilities and duties, it is hereby agreed that the UCA Program will provide the following:
  - 1. The services of the named student (or a mutually agreed upon substitute, if available) for thirty-two (32) hours a week during the period specified.
  - 2. Weekly seminars, periodic contacts and additional field supervision as required for the student by one or more UCA staff members.
  - 3. Consultation with the agency supervisor and the student at the beginning and end of each academic term and further liaison between UCA, the student, and the Agency as needed to facilitate the success of the program in both its community service and academic aspects.
- B. In support of these goals, the Agency will provide the following:
  - 1. On-the-job supervision of the student by:

JAN PETERSON  
Name

CASE MANAGEMENT SUPERVISOR  
Title

2. On-the-job orientation and in-service training of the student as determined necessary.
3. Release time so that the student may participate in local workshops related to his/her job duties and responsibilities as mutually convenient and beneficial to the student and the Agency.
4. Release time for the student to participate in meetings, seminars, and workshops scheduled for UCA students.
5. Such ordinary supplies, facilities and support, including on-the-job travel, normally available to Agency personnel as necessary to enable the student to perform effectively as a participant in the work of the Agency.
6. Eight days vacation leave at a time agreeable to the student and the Agency.
7. Sick leave in accordance with Agency personnel policies.
8. Consultation with UCA field instructor and the student at the beginning and end of each academic term, with additional consultation as necessary.
9. Evaluation reports at the end of each term on the student's job performance, as required by UCA and the Department of Human Services.

IV. Other conditions:

- A. Notice of Assignment: UCA staff will notify Agency at the earliest possible time following the interview process of the assignment of the student to the Agency.
- B. Pre-Service Workshop: The students will be given orientation and training by UCA staff for three days prior to placement on their projects.
- C. Student's Academic Program: The student will maintain normal progress toward graduation requirements as well as toward the goals of the agency project while in UCA.
- D. Removal, Recall or Resignation: The Agency may request the removal of any student whose job performance or conduct is not satisfactory. Upon receipt of such request from the student's Agency Supervisor, or other Agency representative with authority over the supervisor, the UCA staff will consult promptly with the Agency. The student may similarly request release from his/her duties or transfer to another agency, and the UCA Program director may request the removal or recall of a student for cause. UCA grievance and termination procedures will then be followed. All parties agree to discuss the reasons for such a request with a view toward avoiding removal, recall, or resignation, if possible. However, if these discussions are not successful and mutually satisfactory, UCA will arrange for the departure of the student from the assigned agency; will attempt to secure another agency job placement for the student; or will take such other remedial action as may be necessary. If a student resigns or is recalled for cause, the UCA staff cannot guarantee the availability of a replacement.

- E. Early termination from UCA: All parties agree to discuss the reasons for a student request for early termination from UCA with a view toward avoiding such termination. If after such discussion, the student still wishes to resign but to continue to work in the Agency, the Agency will retain the student only as an employee paid at the regular employee rate of the Agency.
- F. Religious Activities: The Agency will not request or assign the student to perform duties that include religious proselytizing.
- G. Non-Compensation of Students: The Agency certifies that it will not receive compensation for the services of the student given in connection with any project activity. Neither will any money be given directly to the student.
- H. Compliance with Civil Rights Act of 1964: The Agency certifies that no person shall be excluded from participation, be denied proceeds of, or be subject to discrimination under the project on the grounds of race, creed, color, sex or national origin.
- I. Amendments: This agreement may be amended at any time, by agreement of both parties.

SIGNED:

  
\_\_\_\_\_  
UCA Program Director

5-17-89  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sherri McDowell  
Director of Business Affairs and Contracting Officer

5/19/89  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Representative: Gladys McCoy  
Multnomah County Chair

\_\_\_\_\_  
Date

REVIEWED: \_\_\_\_\_  
Multnomah County Counsel \_\_\_\_\_ Date \_\_\_\_\_

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date 8/31/89  
Agenda No. R-8

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: RETROACTIVE RATIFICATION OF INTERGOVERNMENTAL AGREEMENT WITH  
CITY OF PORTLAND

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Human Services DIVISION Aging Services

CONTACT Bill Thomas TELEPHONE 248-5464

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Jim McConnell/Bill Thomas

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Requests retroactive ratification of the attached intergovernmental agreement with the City of Portland, Energy Office, for \$153,500 in funds to provide weatherization services through the Block-By-Block (BBB) program during the period August 16, 1989, through June 30, 1990.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 3 minutes

IMPACT:

☐ PERSONNEL  
☐ FISCAL/BUDGETARY  
☐ General Fund  
Other \_\_\_\_\_

*returned to  
Aging Services  
Steve Young  
9/1/89  
CAP*

1989 AUG 23 11 08 23 AM  
CLERK OF COUNTY COMMISSIONER  
MULTI-COUNTY COUNTY CLERK  
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: \_\_\_\_\_

BUDGET/PERSONNEL \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolution, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK, 5TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3646

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  
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy*  
Department of Human Services

FROM: Jim McConnell, Director *JmC by ME*  
Aging Services Division

SUBJECT: Approval of Attached Intergovernmental Agreement

DATE: August 18, 1989

**RECOMMENDATION:** The Aging Services Division recommends approval by the Board of County Commissioners of the attached contract between Multnomah County (Community Action Program Office) and the City of Portland Energy Office. The contract was received from the City of Portland on August 17, 1989, with an effective date of August 16, 1989, thereby requiring retroactive ratification. The effective date was established in order to use Summer Youth Weatherization crews at Human Solutions, Inc., for labor during the next month; thereby stretching City dollars further.

**ANALYSIS:** This contract provides \$153,500 in funds to operate the Block-By-Block weatherization program during the period August 16, 1989, through June 30, 1990. Energy audits and inspections of weatherized units will be completed by the County (\$27,500), while weatherization of 300 homes will be subcontracted to Human Solutions, Inc. (HSI). The contract anticipates collection by the County of \$51,000 in weatherization utility rebates which will be earned through completion of the work and subcontracted to HSI with \$126,000 of the funds contracted from the City to defray the costs of installing weatherization materials.

This program operates in four targeted neighborhoods in coordination with the City's Neighborhood Revitalization effort. Emphasis is on self-help and high yield, low-cost weatherization measures averaging \$590/house. The source of the funds is rebates to the City on taxes on utility usage.

**BACKGROUND:** These funds had previously been anticipated in the FY 89-90 Community Action Program Office budget. Given time constraints, budget modification will be processed at a later date to request approval of additional County staff to operate the Block-By-Block program. The County's contract with Human Solutions, Inc., is currently being amended to reflect these program funds and goals.

[0021f/46]



CITY OF  
**PORTLAND, OREGON**  
ENERGY OFFICE

Mike Lindberg, Commissioner  
David C. Hewitt, Director  
Room 1030, The Portland Building  
1120 S.W. Fifth Avenue  
Portland, OR 97204  
(503) 796-7222

August 16, 1989

Mr. Bill Thomas  
Manager, Community Action Program Office  
426 SW Stark, 5th Floor  
Portland, Or 97204

Dear Mr. Thomas:

The City of Portland Energy Office is pleased to deliver the enclosed Block-By-Block Program Intergovernmental Agreement for consideration by you and the Board of County Commissioners.

You will recognize the Scope of Work, Schedule, and Budget Exhibits as revisions of the drafts you reviewed last week. As we previously discussed, the start date for the contract is listed as August 16 (today). This was done to give you the discretion to utilize Human Solutions Inc. summer youth crews for the blower door and air tightening work as soon as is practical.

While it is our intent to give you the flexibility to begin today, keep in mind that the City Council will not consider the ordinance for approval until September 6, 1989. If passed, the agreement will be retroactive to August 16. We have the full support of Commissioner Mike Lindberg and will make every effort to facilitate its approval.

If questions arise as you and the Board of Commissioners consider the Intergovernmental Agreement, please call.

Sincerely,

David Tooze  
Project Manager

DAT:sf  
Enclosure



MULTNOMAH COUNTY OREGON

## CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 102370

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

Contact Person Bill Thomas Phone 248-5464 Date August 18, 1989Department Human Services Division Aging Services Bldg/Room 160/5thDescription of Contract Intergovernmental agreement with the City of Portland, Energy Office, providing \$153,500 in funds to operate the Block-By-Block program for weatherization services in the City service area during the period August 16, 1989, through June 30, 1990.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Portland, Energy OfficeMailing Address 1120 SW 5th Avenue, Room 1030  
Portland, Oregon 97204Phone 503-796-7222

Employer ID # or SS # \_\_\_\_\_

Effective Date August 16, 1989Termination Date June 30, 1990Original Contract Amount \$ 153,500

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

Total Amount of Agreement \$ 153,500

## REQUIRED SIGNATURES:

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

## Payment Term

☐ Lump Sum \$ \_\_\_\_\_☒ Monthly \$ Reimbursement☐ Other \$ \_\_\_\_\_☐ Requirements contract - Requisition required.

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Date 8/22/89

Date \_\_\_\_\_

Date 8-22-89Date 8/8/89

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		INC/ DEC IND
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	
01.	156	010	0130						Rev Code 2798	153,500.00	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE



MULTNOMAH COUNTY OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

**ORIGINAL**

Contract #

102370

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 <u>Ratified 8/31/89</u> <u>R-8</u>

Contact Person Bill Thomas Phone 248-5464 Date August 18, 1989Department Human Services Division Aging Services Bldg/Room 160/5th

Description of Contract: Intergovernmental agreement with the City of Portland, Energy Office, providing \$153,500 in funds to operate the Block-By-Block program for weatherization services in the City service area during the period August 16, 1989, through June 30, 1990.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Portland, Energy Office
 Mailing Address 1120 SW 5th Avenue, Room 1030  
Portland, Oregon 97204
Phone 503-796-7222

Employer ID # or SS # \_\_\_\_\_

Effective Date August 16, 1989Termination Date June 30, 1990Original Contract Amount \$ 153,500

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

Total Amount of Agreement \$ 153,500**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair/Sheriff [Signature]**Payment Term**☐ Lump Sum \$ \_\_\_\_\_☒ Monthly \$ Reimbursement☐ Other \$ \_\_\_\_\_☐ Requirements contract - Requisition required.

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Date 8/22/89

Date \_\_\_\_\_

Date 8-22-89Date 8/22/89

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	0130						Rev Code 2798	153,500.00	
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.
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.

INTERGOVERNMENTAL AGREEMENT

This Agreement for Services (Agreement) is between the City of  
Portland, Oregon (City) and MULTNOMAH COUNTY DEPARTMENT OF HUMAN  
SERVICES, COMMUNITY ACTION PROGRAM OFFICE  
(Contractor).

RECITALS:

The purpose of this Agreement is to assist the Portland Energy Office  
with implementation of the Block-By-Block (BBB) Weatherization Project  
by providing administration and coordination of energy audit, blower  
door test, air infiltration, weatherization, and inspection services  
for qualified homes in project neighborhoods; also to apply for and  
collect weatherization rebates resulting from the work performed.

AGREEMENT:

1. SCOPE OF CONTRACTOR SERVICES

(a) The Contractor shall provide services specifically  
to the Energy Office. The Contractor shall provide the  
City those services set out below:

The Contractor shall provide the services set out in Exhibit A - Scope  
of Contractor Services.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(b) The Contractor shall provide the services set out in subsection (a) above in accordance with the schedule set out below:

See Exhibit B - Schedule for Contractor Services

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2. SCOPE OF CITY SERVICES

(a) To assist the Contractor in carrying out its obligations hereunder, the City shall perform the services set out below:

(1) Provide the marketing/outreach and client intake mechanism for the program. (2) Provide completed applications of eligible households for the weatherization services on a timely basis. (3) Provide assistance with, review, and approve program procedures, as needed. (4) Assist in developing an education component to be used during each energy audit.

(b) The City shall perform the services set out in subsection (a) above in accordance with the schedule set out below.

(1) As needed.

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(2) As received from Community Energy Project.

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(3) As needed.

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(4) As needed.

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3. COMPENSATION

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The City shall pay Multnomah County Community Action Program Office  
\$153,500.00 as compensation for this Agreement. The budget is set  
out as Exhibit C.

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4. BILLING AND PAYMENT PROCEDURE

The Contractor's billing and City's payment procedures shall be as set out below.

Monthly billing shall be accompanied by supporting documentation. The City shall pay the billed amount within 30 days provided the project manager has certified the billing and documentation as complete and valid.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of August 16, 1989 and shall terminate as of June 30, 1990.

6. EARLY TERMINATION OF AGREEMENT

(a) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

(a) In the event of termination under subsection 6(a) or (b) EARLY TERMINATION OF AGREEMENT, hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, provided for in section 8(a), REMEDIES.

(d) In the event of early termination all Contractor's work product will become and remain property of the City.

8. REMEDIES

(a) In the event of termination under subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the

Contractor hereunder plus the remaining unpaid balance of the compensation provided under section 3, COMPENSATION, hereof, then the Contractor shall pay to the City the amount of the excess.

(b) The remedies provided to the City under sections 6 EARLY TERMINATION OF AGREEMENT, and 8 REMEDIES, hereof, for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and, receipt of payment as provided in sections 6(c), EARLY TERMINATION OF AGREEMENT, and 7(b), PAYMENT ON EARLY TERMINATION, hereof.

9. CITY PROJECT MANAGER

(a) The City Project Manager shall be David Tooze or such other person as shall be designated in writing by the head of the Portland Energy Office.

(b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

10. COMPLIANCE WITH LAWS

(a) In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

(b) In the event the Contractor provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

11. OREGON LAW AND FORUM

(a) This Agreement shall be construed according to the law of the State of Oregon.

(b) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

12. MAINTENANCE OF RECORDS

The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this Agreement.

13. AUDIT OF PAYMENTS

(a) The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by section 12 , MAINTENANCE OF RECORDS.

(b) If an audit discloses that payments to the Contractor under section 3 COMPENSATION, and section 4, BILLING AND PAYMENT PROCEDURE, were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

14. INDEMNIFICATION

The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this Agreement.

15. LIABILITY INSURANCE

(a) The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this Agreement. The insurance

shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be cancelled without thirty (30) days written notice first being given to the City Auditor. If the insurance is cancelled or terminated prior to completion of the Agreement, Contractor shall provide a new policy with the same terms. Contractor agrees to maintain continuous,

uninterrupted coverage for the duration of the Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.

(b) The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Agreement by the City.

16. WORKERS' COMPENSATION INSURANCE

(a) Unless exempt, the Contractor shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Agreement is executed. A certification of insurance, or copy thereof, shall be attached to this Agreement as Exhibit \_\_, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the Contractor's workers' compensation insurance coverage is due to expire during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

(c) The Contractor agrees to properly complete the City of Portland's Workers' Compensation Insurance Questionnaire prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit \_ and shall remain attached to this Agreement and become a part thereof as if fully copied herein.

17. SUBCONTRACTING

The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. Contractor agrees that if

subcontractors are employed in the performance of this Agreement, Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

18. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

19. INDEPENDENT CONTRACTOR STATUS

(a) The Contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.

(b) The Contractor, its subcontractors, and their employees, are not employees of the City and are not eligible for any benefits through the City, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

20. BREACH OF AGREEMENT

(a) The City or the Contractor shall breach this Agreement if it fails to perform any substantial obligation under the Agreement, except as provided in subsection (b) of this section.

(b) Neither the City nor the Contractor shall have breached this Agreement by reason of any failure to perform

a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state, or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either the City or the Contractor fail to perform because of a cause described in this subsection, the City and the Contractor shall make a mutually acceptable revision in the Scope of Services, Schedule, or Compensation.

21. LIQUIDATED DAMAGES

(a) In the event the Contractor breaches this Agreement by N/A

\_\_\_\_\_ ,  
because of the nature of such breaches, the actual damages to the City would be impracticable or impossible to fix. The City and the Contractor agree that in the event of any of such breaches, the amount of damage the City will sustain will be \_\_\_\_\_

\_\_\_\_\_ and that in the event of such a breach the Contractor shall pay the amount specified as liquidated damages and not as a

penalty. These liquidated damages shall be in addition to any damages permitted by section\_, REMEDIES, of this Agreement.

(b) The City may deduct any liquidated damages to which it is entitled from any amount due to the Contractor under the Agreement. If the liquidated damages exceed the amount due, then the Contractor shall pay the difference to the City.

## 22. OWNERSHIP OF DOCUMENTS

(a) All work the Contractor performs under this Agreement shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Agreement. On completion or termination of the Agreement, the Contractor shall deliver these materials to the Project Manager.

(b) The Contractor may retain for its own use and at its own cost copies of the materials referred to in subsection (a) of this section, subject to the following exceptions:

None

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(c) Any use the City makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the City's risk.

## 23. ARBITRATION

(a) Any dispute under this Agreement which is not settled by mutual agreement of the City and the Contractor within sixty (60) days of notification in writing by either party shall be submitted to an arbitration panel. The panel shall be composed of three (3) persons, one of whom shall be appointed by the Contractor, one of whom shall be appointed by the City, and one of whom shall be appointed by the two arbitrators appointed by the City and the

Contractor. In the event the two cannot agree on the third arbitrator, then the third shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrators shall be selected within thirty (30) days of the expiration of the sixty (60) days period. The arbitration shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as is reasonably possible. The City and the Contractor shall agree on the rules governing the arbitration, (including appropriation of costs), or, if the City and the Contractor cannot agree on rules, the arbitrators shall adopt rules consistent with this section. The arbitrators shall render their decision within forty-five (45) days of their first meeting with the City and the Contractor. Insofar as the City and the Contractor legally may do so, they shall be bound by the decision of the panel.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of the dispute, and the City shall make payments as required by the Agreement for undisputed portions of the work.

24. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:	<u>Portland Energy Office</u> <u>1120 SW Fifth Avenue,</u> <u>Room 1030</u> <u>Portland, Oregon 97204</u>
If to the Contractor:	<u>Multnomah County</u> <u>Department of Human Services</u> <u>Community Action Program Office</u> <u>426 SW Stark, 5th Floor</u> <u>Portland, Oregon 97204</u>

25. CONTRACTOR'S PERSONNEL

The Contractor shall assign the following personnel to do the work in the capacities designated:

Name	Capacity
<u>N/A</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

The Contractor shall not change these personnel assignments without the written consent of the Project Manager, which consent shall not be unreasonably withheld.

26. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

27. AMENDMENTS

(a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If authorized by the City Council, the project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

28. PROGRESS REPORTS

The Contractor shall provide monthly progress reports to the Project Manager. Each progress report shall contain the following information.

For the reporting period and Project-To-Date Report: The number of houses  
(1) audited, (2) having blower door tests/infiltration work, (3) weatherized,  
(4) their weatherization and air tightening costs, (5) the serving utility  
or ODOE, (6) Contractor, (7) rebates applied for, and (8) rebates received.

29. INTEGRATION

This Agreement contains the entire agreement between the City and the Contractor and supercedes all prior written or oral discussions or agreements.

30. NON-WAIVER

The City and the Contractor shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

31. PROHIBITED INTEREST

(a) No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

32. PAYMENTS TO VENDORS AND SUBCONTRACTORS

The Contractor shall pay timely all suppliers, lessors, and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

33. DELETION OF AGREEMENT PROVISIONS

The following Sections of the Agreement shall be of no effect: Section 14, Indemnification; Section 15, Liability Insurance; Section 16, Workers' Compensation Insurance; Section 21, Liquidated Damages; Section 25, Contractor's Personnel; Section 34, Bonds; Section 35, Professional Liability Insurance; Section 37, Business License.

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34. BONDS

(a) Performance and Payment Bonds. Contractor agrees to furnish the City with a fully executed performance and payment bond in the amount of \$\_\_\_\_\_, or other security as approved by \_\_\_\_\_ and the City Attorney's Office.

(b) Forfeiture Bond. Contractor agrees to furnish the City with a fully executed forfeiture bond in the penal sum of \$\_\_\_\_\_ in a form approved by \_\_\_\_\_ and the City Attorney's Office.

35. PROFESSIONAL LIABILITY INSURANCE:

(a) Contractor shall maintain professional liability insurance which shall provide coverage in the amount of \$\_\_\_\_\_ to protect Contractor from any and all claims, demands, actions, and suits for malpractice arising from the Contractor's work under this Agreement. The insurance shall provide that the insurance shall not terminate or be cancelled without sixty (60) days written notice first being given to the City Auditor.

(b) Contractor shall maintain on file with the City

Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain professional liability insurance shall be cause for immediate termination of this Agreement by the City.

36. FUNDS

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

37. BUSINESS LICENSE

Contractor shall obtain a City of Portland business license as required by PCC § 7.06.010 prior to beginning work under this Agreement. Contractor shall provide a business license number in the space provided at the end of this Agreement.

38. COMMENCEMENT OF WORK

Contractor agrees that work being done pursuant to this contract will not be commenced until after:

- (a) workers' compensation insurance is obtained, as outlined in section \_\_ WORKERS' COMPENSATION INSURANCE; and,
- (b) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and,
- (c) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

39. ADDITIONAL PROVISIONS

APPROVED:

MULTNOMAH COUNTY DEPARTMENT  
OF HUMAN SERVICES  
426 SW Stark, 5th Floor  
Portland, Oregon 97204

CITY OF PORTLAND

By \_\_\_\_\_  
Manager Date \_\_\_\_\_  
Community Action Program Office

By \_\_\_\_\_  
Name MIKE LINDBERG  
Title COMMISSIONER OF PUBLIC  
AFFAIRS

By \_\_\_\_\_  
Director Date \_\_\_\_\_  
Aging Services Division

Date \_\_\_\_\_

By \_\_\_\_\_  
Gladys McCoy, Chair Date \_\_\_\_\_  
Multnomah County Board of Commissioners

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

REVIEWED:

LAURENCE KRESSEL  
County Counsel  
Multnomah County, Oregon

APPROVED AS TO FORM:

By \_\_\_\_\_  
Assistant County Counsel

\_\_\_\_\_  
City Attorney

**Exhibit A**  
**Scope of Contractor Services**  
**BBB 1989-90**

The Contractor shall:

1. Provide an adequate supply of do-it-yourself weatherization material, to be distributed to 300 eligible Block-By-Block Program (BBB) participants at three Energy Fairs. The type of material provided shall be mutually agreed upon by the Energy Office and the Community Action Program Office (CAPO). CAPO or its subcontractor will provide personnel to distribute the materials at the Energy Fairs, and keep records of materials distributed and costs.
2. Schedule and conduct 300 energy audits on homes identified by the Energy Office and the Community Energy Project (CEP). Priorities and procedures for the audit, and the content of an education component shall all be agreed upon by CAPO and the Energy Office.
3. Schedule and conduct 300 blower door tests and air tightening work. Priorities and procedures for the blower door test and resulting air infiltration work shall be agreed upon by CAPO and the Energy Office.
4. Schedule, complete and pay for weatherization services, as recommended in the audit, for 300 homes.
5. Select subcontractors to perform all or part of the weatherization, and blower door tests and air infiltration treatment. The Energy Office approves a subcontract between CAPO and Human Solutions Inc. (HSI) to perform all, or part of the above.
6. The City desires to encourage the development of stronger economic bases in the BBB neighborhoods, as well as a qualified and experienced labor pool. If private subcontractors are used for the performance of weatherization services, CAPO or its subcontractor shall consider the above goal. When possible, preference in its selections shall be given to residents of, and businesses located in this year's participating neighborhoods (Brentwood-Darlington, King,

Kenton, Sabin). Additionally, small disadvantaged businesses with previous BBB experience should be used, when possible.

If Contractor uses non-profit subcontractors with in-house crews, Contractor shall encourage the subcontractor to give a preference in selection of laborers to residents of the project neighborhoods.

7. Schedule and conduct post-work inspections on at least 50 percent of the weatherized homes. Complete inspections within 10 working days of receipt of contractor invoices.
8. Complete all necessary documentation, and apply for all weatherization rebates and administrative reimbursement on all eligible jobs from the Oregon Department of Energy (ODOE), Northwest Natural Gas (NWNG), Portland General Electric (PGE), and Pacific Power and Light (PP&L). All rebate and administrative reimbursement applications should be submitted within 10 working days of receipt of the final billing invoice for completed jobs. Rebate dollars will be collected and applied directly to weatherization and audit costs. Unexpended rebates, remaining after the contract ends, shall be carried over for use in the following year BBB program, or returned to the Energy Office.
9. Keep accurate records on work conducted, and maintain a job tracking/client information data base, providing monthly reports as set out in Section 28 (Progress Reports) of this contract. The monthly reports shall support monthly billings, and be accompanied by an updated computer file.
10. A Macintosh SE computer and Imagewriter printer have been transferred to CAPO for use on the BBB program. If this contract is terminated or not renewed for future years, this equipment shall be returned to the City Energy Office.
11. Collect from Metropolitan Community Action (MCA) any BBB rebates or administrative reimbursements received but not utilized in prior year BBB programs. These funds shall be applied to houses completed under this contract. Provide a copy of any financial audit (if performed) that reviews MCA operations for the BBB in 1988-89.

12. Complete work on 48 BBB applicants audited but not weatherized in the 1988-89 program operated by MCA. These 48 houses are counted as part of the 300 total houses to be weatherized, as discussed in paragraph four.
13. Provide a final report, both in written and computer file form, containing a summary of the monthly reports including: name, address, utility, and assigned contractor(s), total cost and rebate amount for each job. Include a brief narrative discussion of the problems, strengths, and recommendations for improvement in the program.

**Exhibit B**  
**Schedule for Contractor Services**  
**BBB 1989-90**

- |  |                  |
|--|------------------|
| 1. Weatherize up to 48 homes carried over from BBB 1988-89.                      | Sept 1 to Oct 31 |
| 2. Energy Fairs in three neighborhoods<br>(Produced by Community Energy Project) | Oct 14 to Nov 18 |
| 3. Begin energy audits   | Oct 16           |
| Goals set are:   |                  |
| Complete 200 audits by:  | Dec 31           |
| Complete a total of 300 audits by:   | Feb 15           |
| 4. Complete weatherization work within 45 days of the audit date.                |                  |
| Goals set are: 200 completions by:   | Feb 15           |
| 300 completions by:  | April 30         |
| 5. Complete all audits, weatherization, and inspections.                         | May 15           |
| 6. Complete rebate and administrative reimbursement applications.                | May 30           |
| 7. Contract ends.  | May 30           |
| 8. Submit final billings, invoices, etc.   | June 30          |
| 9. Complete Final Report   | June 30          |

Exhibit C  
Budget for Contractor Services  
BBB 1989-90

- |        |   |                |
|--------|---|----------------|
| 1.     | Staff to schedule audits and inspections. Apply to ODOE and utilities for rebates. Maintain BBB data base, monthly and final reports. Perform 300 audits, and inspections on at least 50 percent of the homes. Supplies, transportation, miscellaneous: | \$ 27,500      |
| 2.     | Supply weatherization materials for 300 homeowner kits. Blower door tests and air tightening work. Weatherization measures.   | <u>126,000</u> |
| TOTAL: |   | \$153,500      |

Note: This budget anticipates receiving an additional \$51,000 in utility/ODOE rebates resulting from the \$126,000 of weatherization work. These rebates will be applied toward weatherization work and/or energy audits on the 300 homes scheduled in the Scope of Work. If the rebates are not received as anticipated, then the number of homes specified in the Scope of Work will be renegotiated.

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)

Meeting Date 8-31-89

Agenda No. R-9

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: RATIFICATION OF INTERGOVERNMENTAL AGREEMENT

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Department of Human Services DIVISION Health

CONTACT Scott Clement TELEPHONE 3674

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Scott Clement

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of an Intergovernmental Revenue agreement with State Adult and Family Services Division whereby County agrees to continue to administer the "Physician Care Organization Agreement" and agrees to various amendments for period October 1, 1989 through September 30, 1990.

COPY OF CONTRACT IS AVAILABLE AT THE CLERK OF THE BOARD

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA \_\_\_\_\_

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER \$ 1,653,585 F/S Fund

*Returned to  
Health Division  
9/5/89  
gm*

BOARD OF  
COUNTY COMMISSIONERS  
1989 AUG 22 PM 3:23  
MULTI-JURISDICTIONAL COUNTY  
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (pc)

BUDGET / PERSONNEL: \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
HEALTH DIVISION  
426 S.W. STARK STREET, 2ND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3406

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  
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy  
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (ps)*  
Department of Human Services

FROM: Billi Odegaard, Director *Billi (over)*  
Health Division

DATE: August 7, 1989

SUBJECT: Intergovernmental Revenue Agreement With  
Adult and Family Services Division

Recommendation: The Health Division and the Department of Human Services recommend approval of this intergovernmental revenue agreement with Oregon Adult and Family Services Division for the period October 1, 1989 to September 30, 1990.

Analysis: This intergovernmental agreement continues this "Physician Care Organization" agreement for another year and makes various amendments to it (see attached document identifying those amendments).

Background: Multnomah County first entered into a Physician Care Organization agreement with the state of Oregon in 1985. Under the Agreement, the County is provided a monthly prepayment for the provision of health services to an enrolled population of recipients of Aid to Families with Dependent Children. The current prepayment or capitation amount is \$28.95 per enrollee per month. The new capitation rate has not yet been determined by the state. We currently have just over 3,900 individuals enrolled in our Physician Care Organization (Multicare PCO).



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM  
(See instructions on reverse side)

FY 89-90

DHS #225

TYPE I

- ☐ Professional Services under \$10,000  
☒ Revenue  
☐ Grant Funding  
☒ Intergovernmental Agreement

Amendment to above, Number \_\_\_\_\_  
 (Original Contract Amount \_\_\_\_\_)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)  
☐ PCRB Contract  
☐ Maintenance Agreement  
☐ Licensing Agreement

Amendment to above, Number \_\_\_\_\_  
 (Original Contract Amount \_\_\_\_\_)

Contact Person Jim Kennedy/Scott Clement Phone 3674 Date 8-10-89

Department Human Services Division Health Bldg/Room 160/8

Description of Contract The Physician Care Organization (PCO) Intergovernmental Agreement is extended an additional year and makes various amendments (see attached separately).

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

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name Adult & Family Services  
 Mailing Address 422 Public Service Building  
Salem, OR 97310  
 Phone 378-5581  
 Employer ID# or SS# N/A

Effective Date October 1, 1989

Termination Date September 30, 1990

Total Amount of Agreement \$ Requirements

Budgeted 1,653,585

Payment Terms

- ☐ Lump Sum \$ \_\_\_\_\_  
☐ Monthly \$ \_\_\_\_\_  
☐ Other \$ \_\_\_\_\_

☐ Requirements contract-requisition required  
 Purchase Order No. \_\_\_\_\_

Required Signatures:

Department Head Diane Wasy (w)

Date 8/11/89

Purchasing Director \_\_\_\_\_  
 (Type II Contracts Only)

Date \_\_\_\_\_

County Counsel [Signature]

Date 8-17-89

Budget Office [Signature]

Date \_\_\_\_\_

County Executive/Sheriff [Signature]

Date 8/31/89

TRANSACTION CODE		P.O		AGENCY		PO DATE		m m d d y y		ACCOUNTING PERIOD		m m y y		BUDGET FY		y y		ACTION <input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)	
VENDOR CODE				VENDOR NAME										TOTAL AMOUNT		\$			
LINE NO.	CONTRACT NUMBER			FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION				AMOUNT		INC/DEC IND		
	102250			156	010	0700					2600 Rev. Source				\$ Req				
															\$				
															\$				
															\$				

## Contract Language Changes - PCO

July 27, 1989

1. Attach new grievance form (Form remains Exhibit B)
2. Section 4 Term - 10/01/89 - 09/30/90
3. Section 3 Rates - to be determined
4. Section 10a last sentence last paragraph remove "unless renegotiation is necessitated by changes in Federal or Oregon laws." (As agreed to at the last Subcontractor Meeting).
5. Section 11 d. last sentence substitute "18 months of age" for 3 years of age. (Added since that meeting based on AFS administrative rules).
6. Section 12 a. (30) related to transplants add "except for corneal transplants". (This fairly uncommon procedure for ADC clients is included in the calculation of rates).
7. Section 12 a. (25) Cosmetic Surgery - remove "including complications resulting thereof". (Issue of who's responsible infrequently arises. AFS has a follow-up days schedule for covered services if the issue should arise. For noncovered services, a standard from the field could be applied).

8. Section 12 a. (27) - remove "and any complications arising out of such treatment or surgery". (Issue of who's responsible infrequently arises. AFS has a follow-up days schedule for covered services if the issue should arise. For noncovered services, a standard from the field could be applied).
9. Section 11 c. Medical Case Management add (6) "As an aid to contractor case management of prenatal services Division will provide a monthly report by plan identifying enrollees newly coded as pregnant or pregnant at the time of enrollment". (As agreed to at the last Subcommittee Meeting).
10. Section 14 0. Membership Grievance Procedure:

(3) Add "of the original complaint" to first paragraph.

Reword 3rd paragraph as follows:

To assure that problems in the operation of the PCO are brought to the attention of the PCO's management, and that the grievance procedure is operating efficiently, quarterly reports of the grievances received and acted upon by the PCO are to be made to the Division.

(4) Fair Hearing:

Adds "the" before necessity in second paragraph.

Adds "and medical records" to first sentence in 3rd paragraph after "all pertinent files".

11. Podiatry

- a. Section 6 g. add "podiatrists" after surgeons.
- b. Section 12 a. (36) remove "Podiatry" clause.
- c. Note: For individual contract changes as appropriate depending on whether podiatry was previously selected as an optional service.

12. Section 14 m

Section 14 m change savings payment date to March 31, 1991.

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## PHYSICIAN CARE ORGANIZATION AGREEMENT

### 1. INTRODUCTION:

This Agreement, is hereby entered into between Multnomah County Department of Human Resources of Oregon, hereinafter called "Contractor", and the State of Oregon, by and through its Adult and Family Services Division, hereinafter called "Division".

### 2. STATUS OF CONTRACTOR: Health Care Service Contractor.

### 3. CONSIDERATION:

Contractor, in consideration of the Capitation Fees to be paid to Contractor by Division on behalf of Members, agrees to provide necessary services and other benefits, as specified under Section 11 SERVICES AND BENEFITS, for eligible persons enrolled hereunder, in accordance with the terms, conditions, limitations and exclusions of this Agreement. The amount payable per Member per month as the Capitation Fee is . Risk limitation coverage selected by Contractor under this Agreement is at \$3,000.00 per Member per 12 month period. At this risk limitation, the Net Capitation Fee will be which is a reduction of \$0.25 per capita per month.

### 4. TERM AND APPROVAL:

This Agreement is not effective until approved in writing for legal sufficiency by the Oregon Department of Justice and agreed to by the parties. Upon approval of the above, as evidenced by the signature of an authorized representative, the term of this Agreement will be from October 1, 1989 through September 30, 1990.

This Agreement may be renewed on a yearly basis provided that renewal terms shall be prepared in writing at least 60 days prior to the date of expiration. In order for renewal to be effective, the renewal agreement must be approved in writing for legal sufficiency by the Oregon Department of Justice and be agreed to by the parties in writing.

### 5. AMENDMENTS:

#### a. Amendments Generally

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument which must receive written approval for legal sufficiency by

the Oregon Department of Justice and be signed by the parties.

b. Deletion of "Optional" Covered Services

In addition to those mandatory services specified in Section 11 SERVICES AND BENEFITS subparagraphs a. through g., Contractor has agreed to provide, in accordance with the provisions of that section, the following "optional" services: Pharmaceutical and Dental. If Contractor wishes to amend this Agreement to delete any or all "optional" services from coverage under this Agreement, Contractor shall give no less than 60 days written notice to Division.

6. DEFINITIONS:

As used in this Agreement, unless otherwise expressly provided or the context otherwise requires, the following definitions of terms shall govern the construction of this Agreement.

- a. Allowable Costs: Those reasonable and necessary costs incurred by Contractor and approved by Division and the Department of Health and Human Services.
- b. Assistance Unit: An Assistance Unit consists of the person or persons in a household whose needs are included in one Aid to Families with Dependent Children (ADC) assistance grant.
- c. Benefit Month: The month for which Division owes or has paid the Capitation Fee for a Member.
- d. Capitation Fee: The amount to be paid monthly by Division to Contractor for each enrolled Member.
- e. Contractor: A qualified Physician Care Organization which contracts with Division to provide covered services to an enrolled population on a prepaid capitated basis.
- f. Disenrollment: The final deletion of any Member from the approved list of Members furnished by Division to Contractor.
- g. Eligible Recipient: Any person eligible as an Aid to Families with Dependent Children (ADC) recipient in accordance with Federal and Oregon laws and residing in the Service Area.

- h. Emergency Services: Medical Services provided after the sudden and unforeseen onset of a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected to result in:
  - (1) Placing the patient's health in serious jeopardy; or
  - (2) Serious impairment to bodily functions; or
  - (3) Serious dysfunction of any bodily organ or part.
- i. Enrollee Listing: A provisional listing of Members who have been enrolled with Contractor by Division.
- j. Enrollment: The Head of Household's signing of an enrollment form on behalf of Eligible Recipients included in the Assistance Unit and Division's verification of the eligibility of those individuals or Division action under the provisions of Section 8 ENROLLMENT, DISENROLLMENT, COVERAGE, AND ELIGIBILITY subparagraph a.(5).
- k. Fair Hearing: The procedure by which a Member may appeal a Division decision or Contractor action under this Agreement.
- l. Fee For Service Basis: Refers to payments made or owed by Division for Medical Services provided to eligible Medicaid recipients which are not covered under the Agreement. Billing and payment are made pursuant to applicable statutes and the rules and regulations contained in Division's Medical Provider Guides.
- m. Head of Household: The person whose name appears as the case name for an Assistance Unit containing Eligible Recipients.
- n. Long Term Care Services: Nursing services provided in a facility which is licensed by the relevant State Licensing Authority to provide nursing care services and certified by that authority as a Skilled Nursing Facility or Intermediate Care Facility under Title XIX of the Social Security Act.
- o. Marketing: Any procedure or materials used to induce Eligible Recipients to enroll.
- p. Medical Care Identification Card: The card issued by Division upon determination of a recipient's eligibility for Medicaid services. Division will issue such a card noted for Contractor coverage to each

enrolled eligible Assistance Unit in accordance with the provisions of Section 8 ENROLLMENT, DISENROLLMENT, COVERAGE, AND ELIGIBILITY subparagraph e.

- q. Medical Services: Except as expressly limited or excluded by this Agreement, those medically necessary professional services of physicians and surgeons, podiatrists, nurse practitioners, other health professionals, and paramedical personnel, including medical, diagnostic, therapeutic and preventive services, as specified in Division's guides for Medical-Surgical Services and Hospital Services, which are (1) generally and customarily provided in the Service Area, and (2) performed, prescribed or directed by a Primary Care Physician.
- r. Medicare: The Federal Health Insurance for the Aged and Disabled Act.
- s. Medichex: Medicaid's Early and Periodic Screening, Diagnosis and Treatment (EPSDT) program which covers all Aid to Families with Dependent Children (ADC) individuals under 21 years of age.
- t. Member: Any Eligible Recipient, as determined by Division, whose coverage under this Agreement has begun and remains in effect.
- u. Net Capitation Fee: The Capitation Fee net of all offsets, if any, requested by Contractor.
- v. Non-Member Rates: The charges set forth in the applicable schedule of charges maintained by Contractor for services provided to patients who are not Members.
- w. Physician: Any physician associated with or engaged by Contractor who has a degree of Doctor of Medicine or Doctor of Osteopathy and who is licensed in Oregon to practice medicine.
- x. Physician Care Organization (PCO): A business enterprise, staffed and organized in compliance with Division standards, which contracts with Division to provide the delivery of an agreed upon set of Medical Services and referral services for an enrolled group of Aid to Families with Dependent Children (ADC) recipients in a defined geographic area at a fixed periodic rate paid per Member.
- y. Primary Care Physician: A Physician who has the responsibility for supervising, coordinating, and providing initial and primary care to patients,

initiating referrals for specialist care, and maintaining the continuity of patient care. A Primary Care Physician shall be either a Physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician/gynecologist or family practitioner.

- z. Provider Appeal: Process, as defined in Oregon Administrative Rules 461-13-191 through 461-13-225, by which Contractor may appeal Division action under this Agreement. Decisions rendered under this process are subject to judicial review under ORS 183.484.
- aa. Remittance Advice: A listing of Members for which a Capitation Fee has been paid for the current Benefit Month.
- bb. Risk: The degree of probability that the sum of Capitation Fees and Third Party Resources will not equal Allowable Costs.
- cc. Service Area: The county of Multnomah.
- dd. Subcontract: An agreement entered into by Contractor with any of the following:
  - (1) An independent and separately established provider of health care services who agrees to furnish such services to Members.
  - (2) A Marketing organization.
  - (3) Any other organization or person who agrees to perform any administrative function or other service for the operation of the PCO specifically related to securing or fulfilling its contractual obligation with Division.
- ee. Third Party Resource: Any individual, other entity, or program that is or may be liable to pay all or part of the medical cost of injury, disease, or disability of a Member.

7. HEADINGS/ORDER OF PRECEDENCE:

The headings used in this Agreement are for reference and convenience only, and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement. In the interpretation of this Agreement and the various exhibits and incorporated documents, the various terms and conditions shall be construed as much as possible

to be complementary. In the event that such interpretation is not possible, the following order of precedence shall apply:

- a. Federal statutes and regulations concerning the provisions of Title XIX of the Social Security Act.
- b. State of Oregon statutes and Administrative Rules concerning the operation of the Division's Medical Assistance Program.
- c. State of Oregon statutes and Administrative Rules concerning the operation of Physician Care Organizations.
- d. The terms of any exhibits or attachments to this Agreement.

8. ENROLLMENT, DISENROLLMENT, COVERAGE, AND ELIGIBILITY:

a. Enrollment

Eligible Recipients, who are certified as eligible for participation by Division, may enroll and reenroll under the following conditions:

- (1) Enrollment Procedures. The Head of Household may enroll all Eligible Recipients within the Assistance Unit by submitting an enrollment form to Division.

Any person who thereafter attains eligibility to join the Assistance Unit, such as a new spouse, newborn child, or adopted child, shall be enrolled by the Head of Household submitting an enrollment form to Division. An eligible newborn child of a Member shall automatically be eligible and an eligible adopted child is eligible from the date placed in custody of the adoptive parents. The Head of Household shall promptly submit an enrollment form for such newborn or adopted child and Division shall include such newborn or adopted child on the first available Enrollee Listing delivered to Contractor.

- (2) Open Enrollment Period. Subject to the provisions of subparagraph a.(3) of this section, Eligible Recipients shall be accepted by Contractor at all times during the term of this Agreement.

c. Disenrollment

Disenrollment of specific Members shall be handled as follows:

- (1) Contractor Requests Disenrollment. All requests by Contractor for Disenrollment of specific Members must be promptly submitted, in writing, to Division for Division's prior approval. A copy of such request must also be furnished to the Member. Division will not unreasonably withhold its approval to those requests for Disenrollment meeting the conditions of this Agreement.
- (2) Adverse Change in Member's Health. Contractor may not terminate or request termination of any Member's enrollment because of an adverse change in that Member's health.
- (3) Conditions and Effective Dates of Disenrollment. Upon Disenrollment of specific Members, Division shall have no financial obligation to Contractor for Capitation Fees except for those Capitation Fees due and payable to Contractor on the effective date of Disenrollment. The conditions and effective dates for Disenrollment of specific Members are as follows:
  - (A) The Member refuses to accept treatment in accordance with Section 12 EXCLUSIONS AND LIMITATIONS, subparagraph b.(3) and has been reassigned at least 2 times. In such instances, if practicable under Division's operating standards, the Member will be disenrolled effective the first day of the month following the month in which Contractor requested Disenrollment.
  - (B) The Member is no longer an Eligible Recipient. Except when the Member dies, the effective date is the earlier of the date Contractor receives written notice from Division or the first day of the month following the month in which the Member ceased to be an Eligible Recipient. If the Member dies, the effective date is the date of death. When a Member moves out of the Service Area and Division is able to verify the date of the move, at Division's discretion, an exception may be made to operation of this rule. If Division deems it

appropriate, Division may recoup any portion of the Capitation Fee paid to Contractor on behalf of the Member which is for the period of time following the move. In such instances, Contractor shall have no responsibility under the terms of this Agreement for costs incurred by the Member after the date of the move.

- (C) The Member is given active eligibility status, by Division, as a crippled child. For these purposes, "crippled child" shall mean any individual under 21 years of age who has a medically determined congenital or acquired condition which if left untreated could be expected to result in a permanent disability, and has been accepted for treatment by the Crippled Children's Division, Shriner's Hospital or a similar institution, or meets the disability criteria for Supplemental Security Income (SSI). In such instances, the Member shall be disenrolled effective the date Division is notified of the Member's active eligibility status as a crippled child.
- (D) The member is admitted to a long-term-care facility. A Member admitted to a long-term-care facility shall be disenrolled on the day on which admission occurs.
- (E) The Member secures other third party coverage. The Member shall be disenrolled on the first day of the month after the month in which Division is notified the Member has secured other third party coverage.
- (F) If any Member permits the use of his or her Medical Care Identification Card by another person, or uses another person's card, Contractor may request disenrollment of that Member by Division. Contractor shall promptly notify Division and Member, in writing, of the alleged misuse and proposed termination action. In such instances, the Member shall be disenrolled effective the first day of the month following the month in which Contractor requested disenrollment.
- (G) The Member institutes Disenrollment. The effective date is as stated in subparagraph b.(1) of this section.

- (4) Settlement of Account. If the rights of a Member hereunder are terminated, prepayments received on account of the terminated Member or Members applicable to periods after the effective date of Disenrollment, plus amounts due on claims, if any, less any amount due to Contractor, are to be refunded to Division within 30 days.

d. Effective Date of Coverage

Coverage for every enrolled Eligible Recipient except a newborn or adopted child is normally effective on the first day of the month following the application date on the enrollment form. An eligible newborn child is covered from birth and an eligible adopted child is covered from the date placed in the custody of the adoptive parents.

e. Eligibility

Division will mail an Enrollee Listing to Contractor on or about the fifth day of each month. On or about the first day of each month, Division will issue to each enrolled Assistance Unit a Medical Care Identification Card noted for Contractor coverage. This card will list all Members for whom Capitation Fees are to be received and coverage is to be provided, will distinguish the named Members from other ADC recipients and will provide an instruction to use Contractor's after hours services within the Service Area as provided in Section 11 SERVICES AND BENEFITS. Contractor is not obligated to provide services under this Agreement to any person whose eligibility is not confirmed by one of the following: (1) person's name appearing on the Enrollee Listing; (2) children born to or adopted by Members; (3) Member presenting a valid Medical Care Identification Card; (4) enrollment being confirmed by the Automated Confirmation of Eligibility System (ACES). A grace period of 10 days must be observed by Contractor for production by Division of the Enrollee Listing and Medical Care Identification Cards. At any time during this grace period the Enrollee Listing and Medical Care Identification Cards may be provided to Contractor without loss of benefit hereunder.

9. RELATIONS AMONG PARTIES AFFECTED BY AGREEMENT:

Notwithstanding any provisions under which Division agrees to accept liability, including the indemnification of Contractor or others, the liability of Division, for all

events arising under this Agreement other than for the Capitation Fees under Section 3, is limited by Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act. Liability of Contractor is limited to the sums and limitations stated in Article XI, Section 11, of the Oregon Constitution and the Oregon Tort Claims Act.

a. Responsibility for Performance

Contractor, in performing its duties to provide or arrange for the provision of services and goods pursuant to this Agreement, may employ physicians, nurses, technicians, hospitals, laboratories, or other personnel and facilities as it deems appropriate and in a manner it deems appropriate. Subject to the provisions of Section 14 MISCELLANEOUS PROVISIONS subparagraph q., Contractor may also obtain performance of its contractual responsibilities through the use of subcontracts. Any such employment or use of such subcontracts shall not act to relieve Contractor of any of its responsibility for the timely and effective performance of its duties and responsibilities under this Agreement.

b. Insurance and Indemnification

- (1) Subject to the opening provision of this Section, Contractor agrees to indemnify, defend and hold harmless Division and its officers and employees against any actions, suits or judgments arising from obligations under this Agreement for which Contractor is responsible.
- (2) Subject to the opening provision of this Section, Division agrees to indemnify, defend and hold harmless Contractor and its partners, officers and employees against any actions, suits or judgments for any liability for damages to life or property for which Division is responsible.

c. Division and Members Not Agent or Representative of Contractor

Neither Division nor any Member is the agent or representative of Contractor and neither is liable for any acts or omissions of Contractor, its agents or employees, or any Physician, or any other person or organization with which Contractor has made or hereafter makes arrangements for performance of services or provision of goods under this Agreement.

d. Contractor Not Employee, Officer or Agent of Division

Contractor and its employees and agents are performing the contracted duties under this Agreement as independent contractors and not as employees or agents of Division. Neither Contractor nor any of Contractor's employees or agents shall hold themselves out or claim to be an officer, employee or agent of the State of Oregon, nor shall they make any claim, demand, or application to or for any right or privilege applicable to an officer, agent or employee of the State.

e. Choice of Health Professional

To the extent possible and appropriate, each Member shall be allowed to choose a Primary Care Physician based on his or her selection. Each Member shall be allowed up to two transfers (i.e., three practitioners) of Primary Care Physicians within a one year time period.

10. RATES AND FEES:

a. Capitation Fees

The Capitation Fee has been established so as to not exceed Division's budgeted level in Contractor's Service Area per eligible ADC recipient not enrolled with Contractor for the same array of Medical Services covered under this Agreement. The Capitation Fee rate will be adjusted, when appropriate, to allow for Capitation Fee increases or decreases resulting from Division's annual Consumer Price Index adjustments. Notwithstanding any other provision of this Agreement, the amount payable as the Capitation Fee shall not exceed the limits established by 42 CFR 447.361.

The actuarial basis for computation of the Capitation Fee rate is as follows:

- (1) Area specific and statewide Fee For Service costs are determined for an equivalent group of Medicaid recipients for a base time period for the same services provided to Members covered under this Agreement.
- (2) Area specific costs for each covered service category are then divided by the comparable statewide costs to determine a ratio by service category.

- (3) This ratio is then updated based on changes in the county factors from the base period to the most recent period using Fee For Service recipients in several programs to determine the trends. (This ratio is applied at Step 7).
- (4) Recent claim payment data is collected for each covered service category. Claim lag tables are created to calculate completion factors for incurred but not reported (IBNR) claims for each category of service.
- (5) Total paid claim amounts for each category of service are then multiplied by the appropriate completion factor to estimate the total incurred claims for the specific category of service.
- (6) The resulting incurred claims data for each category of service is adjusted by reimbursement and program change factors, utilization trends rates and cost of living adjustments to arrive at the statewide average capitation rate.
- (7) This statewide average capitation rate is then multiplied by the county ratio (derived in Step 3) for each covered service category.
- (8) The area specific capitation rate amounts for each category of service are then added together to determine the total budgeted amount for services to be provided to the enrolled recipients in the contract service area.

Division shall remit to the Contractor on behalf of each Member the amount specified in Section 3 CONSIDERATION of this Agreement for each month on or before the tenth day of the Benefit Month. A Remittance Advice shall accompany this payment. A grace period of 10 days must be observed by Contractor during which the amounts specified in Section 3 CONSIDERATION may be paid without loss of benefits hereunder. Only Members for whom the stipulated fee is received by or owed to Contractor, as evidenced by the Remittance Advice, are entitled to Medical Services hereunder and then only for the period for which such fee is received. Division may remedy inadvertent error by prompt correct remittance.

A prorated Capitation Fee will be paid by Division for all eligible newborns for the month of birth, and for all eligible adopted children for the month in which they were placed in custody of the adoptive parents.

The prorated Capitation Fee will be computed by dividing a full month's Capitation Fee by the number of days in the month and multiplying by the number of days that the newborn or adopted child was eligible.

Capitation Fee rates under this Agreement may not be renegotiated and amended more often than annually for Eligible Recipients.

b. Adjustments

Monthly fees which were not paid and which should have been paid by Division to Contractor will be billed by Contractor to Division for immediate payment. However, failure to so bill shall not relieve Division of its payment obligation.

Except as otherwise expressly noted in this Section, Division assumes no liability for Capitation Fees for persons not listed on the Remittance Advice or appropriate adjustment reports received in a timely fashion.

Excepting inadvertent omission or error and subject to the Administrative Rules for the Oregon Medical Assistance Programs, Division will assume financial liability on a Fee For Service Basis for Medical Services provided to eligible Division clients who are not eligible for participation in the PCO or are in the process of enrolling in the PCO and for whom the enrollment process will take place after provision of services. Billing and payment shall be pursuant to and under the rules and regulations contained in the several Medical Provider Guides of Division.

c. Other Charges

There will be no charges to Members for covered services under this Agreement. Members must pay or arrange for payment of charges for services not covered under this Agreement.

d. Medicare Payments

Payments required hereunder are established on the assumption that Medicare payment for services provided to Members hereunder will be received by Contractor or the provider of services entitled thereto. Therefore, all sums payable on behalf of Members under Medicare for services provided pursuant to this Agreement are payable to and retained by either Contractor or the provider of services entitled thereto. Each Member

entitled to any Medicare benefits shall complete and submit to Contractor all consents, releases, assignments and other documents reasonably requested by Contractor in order to obtain or assure such payment.

11. SERVICES AND BENEFITS:

Subject to all terms, conditions, limitations and exclusions in this Agreement, Members are entitled to the physician services and other Medical Services, pathology services and radiology services set forth in this section. Benefits hereunder include and are not in addition to Medicare benefits. These services are available only if and to the extent that they are provided, prescribed or directed by the Member's Primary Care Physician, and unless otherwise specifically provided, received at any authorized and qualified facility. All Emergency Services shall be available 24 hours a day, 7 days a week, for all days of the year. All other services shall be available during regular business hours and without undue delay.

a. Physician Services and Other Medical Services in Hospitals and Medical Offices

Except for physician services and other Medical Services specifically described in other subparagraphs of this section, physician services and other Medical Services are provided for all Members covered by the Capitation Fee as follows:

- (1) Care While Hospitalized. During hospitalizations all prescribed physician services and other Medical Services, including surgical procedures, anesthesia and consultation with and treatment by specialists.
- (2) Care in Medical Office or Emergency Departments
  - (A) Diagnosis and Treatment. Prescribed physician services and other Medical Services, including surgical procedures, and consultation with and treatment by specialists.
  - (B) Preventive Services. Prescribed physician services and other Medical Services for health maintenance, including physical checkups and health education, and other preventive physician services and Medical Services.

- (C) Medical Supplies. Prescribed medical supplies, including but not limited to casting materials, provided in medical offices and clinics.

b. Radiology and Pathology

All outpatient prescribed X-rays and laboratory tests, services, and materials, including diagnostic and therapeutic X-rays and diagnostic clinical isotope services, electrocardiograms, and electroencephalograms are provided to all Members under the Capitation Fee.

c. Medical Case Management

Medical case management is defined as arranging for and assuring the continuity and coordination of each Member's total care needs. Any referral for non-capitated services other than hospitalization or Emergency Services must be pursuant to Division's prior authorization requirements which are in effect for Fee For Service providers.

The following functions are included under medical case management:

- (1) Appropriate referral of Members needing specialty health care services.
- (2) Documentation of referral services in Member's medical record.
- (3) Monitoring of Members with ongoing medical conditions by utilizing the Member's medical treatment plan.
- (4) Documentation in medical records of Member's known emergency encounters including appropriate medically indicated follow-up.
- (5) Referrals as appropriate for the following services, coordinated with discharge planning (hospital or institutional) if applicable: hospitalization, physical therapy, inhalation therapy, occupational therapy, speech therapy, audiology, pharmaceutical services, chiropractic and naturopathic services, podiatrist services, private duty nursing, durable medical equipment and supplies, renal dialysis, and organ transplants. NOTE: Case Management for non-emergency hospitalization may include interhospital transfers if prior authorized by

Division's Medical Unit. Criteria for authorization include likelihood of improving standard of care and/or overall health status of member.

- (6) As an aid to contractor case management of prenatal services Division will provide a monthly report by plan identifying enrollees newly coded as pregnant or pregnant at the time of enrollment.

d. Early and Periodic Screening, Diagnosis and Treatment

Contractor will provide health screening on a regularly scheduled basis for any Member under 21 years of age. Screening, diagnosis and treatment will be carried out as provided in the Division's guide for Medical-Surgical Services or on a Contractor schedule prior approved by Division. A record will be annotated in the Member medical record. Screening will consist of at least: health and developmental history; unclothed physical exam; developmental assessment; immunizations appropriate for age and health history; assessment of nutritional status; vision testing; hearing testing; laboratory procedures appropriate for age and population groups; and for children 18 months of age and over, referral to a dentist for diagnosis and treatment.

e. Immunizations

Immunizations are provided against diphtheria, pertussis, tetanus, polio, measles (rubeola), mumps, rubella (German measles), or in conjunction with exposure to or affliction with specific conditions. Such conditions include rabies, influenza, pneumococcal pneumonia, hepatitis, botulism, and snake bite. Unexpected mass immunizations are not covered.

f. Payment in Lieu of Service Benefits

If, in the professional judgment of the Physician, a Member requires Medical Services covered by this Agreement which require skills not available within the PCO and the Physician determines that it would be in the best interests of the Member to obtain care from another source, then, upon referral by the Physician, Contractor shall make payment for prescribed services within the coverage of this Agreement. No payment is required, however, to the extent that the services are paid for or provided without charge by any public or publicly supported agency or institution other than Division.

g. Emergency Services Received from Providers not Contracting with Contractor

(1) Emergency Services. This Section defines and limits Contractor's obligation to pay for Emergency Services that a Member receives from a provider not contracting with Contractor. This obligation includes payment for all services contracted for under Section 11 SERVICES AND BENEFITS. The amount otherwise payable is reduced by all amounts paid or payable, or which in the absence of this Agreement would be payable, for the Emergency Services in question, under any group insurance policy or contract, or any other governmental program except Medicaid. Reimbursement for Emergency Services required because of an alleged act or omission of a third party or covered under medical payment provisions of "no fault" motor vehicle liability insurance is subject to the conditions stated in Section 14 MISCELLANEOUS PROVISIONS subparagraph w. of this Agreement.

(A) Within the Service Area. Subject to the foregoing limitations, Contractor shall pay reasonable charges for Emergency Services received within the Service Area from providers not contracting with Contractor if receipt of the Emergency Services from Contractor would have entailed a delay resulting in risk of death, serious disability or serious adverse medical consequences. Contractor may challenge the need for the Emergency Services so provided and deny payment for such services. Providers of Emergency Services whose charges are denied by Contractor may challenge the denial through the administrative appeal process as defined in Oregon Administrative Rules 461-13-191 through 461-13-225.

(B) Outside the Service Area. Subject to the foregoing limitations, if a Member is injured or becomes ill while outside the Service Area, Contractor will pay reasonable charges for Emergency Services received outside the Service Area if receipt of the Emergency Services from Contractor would have entailed a delay resulting in risk of death, serious disability or serious adverse medical consequences. Covered benefits include

Emergency Services for unexpected premature delivery but not for normal delivery unless Division determines that the Member was outside the Service Area because of circumstances beyond the Member's control. Contractor may challenge the need for the Emergency Services so provided and deny payment for such services. Providers of Emergency Services whose charges are denied by Contractor may challenge the denial through the administrative appeal process as defined in Oregon Administrative Rules 461-13-191 through 461-13-225.

- (2) Continuing or Follow-up Treatment. Except as specified below, continuing or follow-up treatment is not covered. Payment is limited to Emergency Services required before the Member can, without medically harmful consequences, be transported into the Service Area.
- (3) Notification and Claims. Contractor has no obligation to pay for Emergency Services under this Agreement unless the provider of service submits a bill to Contractor within 12 months of the date service was provided.
- (4) Releases and Assignments. Each Member claiming reimbursement hereunder shall complete and submit to Contractor such consents, releases, assignments and other documents as Contractor may reasonably request for the purpose of complying with this subparagraph.
- (5) Right of Recovery. Any overpayment hereunder may be recovered by Contractor from any person to whom the payment was made, or from any insurance company or organization which is obligated to pay for the Emergency Services.

h. Pharmaceutical Services

Pharmaceutical services included as part of this Agreement shall be provided pursuant to the terms and conditions set forth in the Division's guide for Pharmaceutical Services. This guide is, by this reference, incorporated into and made part of this Agreement. Each subsequently published guide, including guide revisions and replacement parts, shall be construed as replacing and supplanting all earlier guides. Such guides and revisions shall be used to determine the pharmaceutical services, terms, and

conditions to be complied with at the time any service is provided.

i. Dental Services

Dental/denturist services provided to Members as outlined in Division's guide for Dental/Denturist Services.

12. EXCLUSIONS AND LIMITATIONS:

a. Exclusions

The following services and supplies are not within the prepaid coverage of this Agreement:

- (1) Employer or Governmental Responsibility: Services for any illness, injury, or condition for which, or as a result of which, a payment or other benefit, including amounts received in settlement of claims therefore, are provided or are required to be provided to a Member either: pursuant to any federal, state, county or municipal workers' compensation or employer's liability law or other legislation of similar purpose or import; or with the exception of Medicaid benefits, from any federal, state, county, municipal or other governmental agency.

If there is reasonable doubt whether such services are available or are required to be provided to a Member and if that Member diligently seeks to establish his or her right to such services, then services which would otherwise be provided to that Member under this Agreement shall be provided. The value of such services, priced at Contractor's Non-Member Rates, is recoverable by Contractor or its nominee from any person, organization or agency providing such service or from whom such services are due or from that Member to the extent that monetary services are provided or payable or would have been received if that Member had diligently sought to establish his or her rights to such services.

- (2) Certain Reconstructive Surgery: Reconstructive surgery or treatment, including complications resulting thereof, except for repair of accidental injury occurring while the Member is enrolled.
- (3) Certain Physical Examinations: Physical examination required for school, athletics or for

obtaining or continuing employment, insurance or governmental licensing.

- (4) Experimental Procedures and Procedures Not Generally Accepted by the Health Care Professional's Peer Group: Any procedure, test, therapy or surgery which is experimental, investigational or not generally accepted by the health care professional's peer group.
- (5) Acupuncture: All acupuncture procedures.
- (6) Reversal of Voluntary Infertility: Services to reverse voluntary, surgically induced infertility.
- (7) Corrective Appliances and Artificial Aids: Artificial aids and corrective appliances, such as braces, prosthetic devices and hearing aids, except that Contractor shall provide the services necessary to determine the need therefore and attempt to make arrangements whereby they may be obtained.
- (8) Alcoholism, Drug Abuse and Addiction: Counseling services for alcoholism, drug abuse and addiction. Acute drug and alcohol detoxification is excluded from coverage under this Agreement.
- (9) Psychiatric Conditions: Mental health counseling and related somatic services for insanity, mental illness or disorder, or drug induced mental condition.
- (10) Procedures, Services and Supplies Related to Sex Transformation: All procedures, services and supplies related to sex transformations.
- (11) Inpatient Hospital Services: Inpatient hospital services other than covered physician services provided in the inpatient hospital setting.
- (12) Outpatient Hospital Services: Outpatient hospital services other than covered physician services and the services specified in Section 11 SERVICES AND BENEFITS subparagraph b. of this Agreement which are provided in the outpatient hospital setting.
- (13) Family Planning: Family planning, including infertility services, artificial insemination, in vitro fertilization, services related to sexual dysfunction or inadequacy, and birth control devices and pills.

- (14) Home Health and Homemaker Visits.
- (15) Long Term Care Services.
- (16) Durable Equipment: Durable medical equipment, such as, but not limited to, oxygen tents, hospital beds, and wheelchairs.
- (17) Private Duty Nurses.
- (18) Hemodialysis and Renal Dialysis.
- (19) Medical Transportation Services.
- (20) Hearing Services: Services billed by an audiologist or hearing aid dealer, certain hearing tests under CPT codes 92551-92596. (Contractor is responsible for hearing services provided by an audiologist when a physician or clinic is the biller).
- (21) Speech Therapy.
- (22) Vision Correction Services.
- (23) Naturopathic Services.
- (24) Inhalation and Occupational Therapy
- (25) Cosmetic Surgery: Cosmetic surgery or treatment.
- (26) Elective C-Sections: Elective Cesarean section deliveries.
- (27) Obesity or Weight Control: Treatment, including surgery, for obesity or weight control.
- (28) Homeopathic and Faith Healer Services.
- (29) Radial Keratotomy Surgery and Services.
- (30) Medical and Hospital Expenses for Organ and Bone Marrow Transplants except for corneal transplants.
- (31) Non-Emergency Services not Performed or Authorized by the Member's Primary Care Physician.
- (32) Nonspontaneous Abortions.
- (33) Sterilizations.

- (34) Services or Supplies not Covered by this Agreement.
- (35) Physical therapy services: services billed by a physical therapist or hospital. (Contractor is responsible for services provided when a physician or clinic is the biller).
- (36) Chiropractic Services.
- (37) Orthodontia.

b. Limitations

The rights of Members and obligations of Contractor are subject to the following limitations:

- (1) Major Disaster or Epidemic. If a major disaster or epidemic occurs, Physicians shall render Medical Services (and arrange home health services) insofar as practicable, according to their best judgment, within the limitation of available facilities and personnel, but neither Contractor, nor any Physician has any liability or obligation for delay or failure to provide (or arrange) any such services to the extent the disaster or epidemic causes unavailability of facilities or personnel.
- (2) Unusual Circumstances. If, due to unusual circumstances such as complete or partial destruction of facilities, war, riot, civil insurrection, disability of a significant part of personnel, or similar causes, the rendition or provision of services and other benefits covered hereunder is delayed or rendered impractical, Contractor will use its best efforts to provide services or other benefits covered hereunder, but shall not have any other liability or obligations on account of such delay or such failure to provide services or other benefits.
- (3) Refusal to Follow Treatment Plan. For personal reasons certain Members may refuse to accept procedures or treatment recommended by his or her Physician. The Physician may regard such refusal as incompatible with the continuance of a satisfactory physician-patient relationship and as obstructing the provision of proper medical care. Consistent with the Physician's professional judgment regarding proper medical practice, Physician shall use reasonable efforts to render

all necessary and appropriate Medical Services in a manner compatible with Member's wishes. If a Member refuses to follow a recommended treatment or procedure and the Physician believes that no alternative professionally acceptable to the Physician exists, the Physician will so advise the Member. If the Member still refuses to follow the recommended treatment or procedure, another Physician shall be assigned to the Member. After the Member has been reassigned 2 times without resolution of the matter, Contractor may request Division to disenroll that Member. The effective date of disenrollment shall be in accordance with Section 8 ENROLLMENT, DISENROLLMENT, COVERAGE AND ELIGIBILITY subparagraph c.(3)(A).

13. TERMINATION OF AGREEMENT:

a. Conditions of Termination

This Agreement may be terminated under any of the following conditions:

- (1) Termination by a Party. Either party may terminate this Agreement by giving 30 days written notice to the other party. If either party so terminates this Agreement, the following provisions, subject to the orderly and reasonable transfer of Member care in progress, apply:
  - (A) Obstetrical Benefits: For any Member under obstetrical care at the effective date of termination, Contractor may either, at its election: (1) directly provide obstetrical and newborn care only, through confinement and discharge, or (2) arrange, at no cost to Division, for the provision of obstetrical and newborn care only, through confinement and discharge.
  - (B) Whenever Contractor initiates termination, Division has a right to full disclosure of Contractor's records pertinent to Contractor's decision to terminate. Upon demand, Contractor will promptly provide such disclosure to Division.
  - (C) Financial loss under this Agreement, to whatever extent, is not an allowable basis for termination by Contractor. Contractor is barred from initiating termination whenever

financial loss is the main motivating factor in the decision to terminate.

- (D) If Contractor continues to provide service to a former Member after the date of termination, Contractor shall be paid on a Fee For Service basis if the former Member is a Division recipient and not covered under any other Division prepaid plan. If Contractor chooses to provide services to a Member who is no longer a Division recipient, Contractor shall bill the individual for the service.
- (2) Nonpayment. Subject to the need for orderly and reasonable transfer of Member care in progress, if Division fails to make any monthly payment before the expiration of the 10 day grace period provided for in Section 10 RATES AND FEES subparagraph a., Contractor may terminate this Agreement effective immediately. If this situation arises, Contractor and Division agree to cooperate in the provision of orderly and reasonable transfer of Member care in progress.
- (3) Termination for Default of Contractor. If Contractor breaches this Agreement in any material respect, Division, upon delivery of written notice of default which specifies the material breach with reasonable particularity, may terminate this Agreement at such prospective date as Division may elect. Termination under this provision cannot occur before Contractor shall have had a reasonable period, not to exceed 30 days after delivery of the notice, to cure the default.

Notwithstanding other provisions elsewhere in this Agreement, either party shall be entitled to determine and seek recovery of damages for default.

- (4) Termination for Lack of Funds. In the event funding from local, state, federal, or other sources is withdrawn, reduced, or limited in any substantial way after the effective date of this Agreement and prior to normal completion, Division may terminate this Agreement without penalty and subject to renegotiation under those new funding limitations and conditions. In the event of such a funding reduction, Division will make all reasonable efforts to maintain the agreed upon

Capitation Fee rates for the remaining contract period.

- (5) Health Jeopardy. If Division determines that the health or welfare of Members is in jeopardy should this Agreement continue, Division may terminate this Agreement immediately upon giving written notice to Contractor.

b. Settlement Process

Except as stated elsewhere, all terminations shall include a final accounting of Capitation Fees received and Members enrolled and shall be accomplished as follows:

- (1) Mid-month Termination. For a termination of this Agreement which occurs during mid-month, the Capitation Fees for that month shall be apportioned on a daily basis. Contractor shall be entitled to Capitation Fees for the period of time prior to the date of termination and Division shall be entitled to a refund for the balance of the month.
- (2) Responsibility for Claims. Contractor is responsible for any and all claims from other contractors, including Emergency Service providers, which have been incurred as of the termination date and for which Contractor is liable under the terms of this Agreement. Contractor shall pay these claims promptly upon notice. Contractor shall reimburse Division for any portion of those claims due Division under the terms of this Agreement.

c. Effect of Termination

In the event that Division or Contractor terminates this Agreement, all rights to services and benefits, except as specified under subparagraph a.(1)(A) of this section, shall cease as of the effective date of termination. Contractor shall, however, cooperate with Division in providing for orderly and reasonable transfer of Member care in progress, whether or not those Members are hospitalized.

14. MISCELLANEOUS PROVISIONS:

a. Agreement Binding on Members

By this Agreement, Division makes Contractor's coverage available to persons who are eligible. However, this agreement is subject to amendment, modification or termination in accordance with any provision hereof or by mutual agreement between Contractor and Division without the consent or concurrence of Members. By electing coverage pursuant to this Agreement, or accepting benefits hereunder, all Members, including Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, and the heirs, successors and legal and personal representatives of all such Members, are subject to all terms, conditions and provisions hereof.

b. Applications, Statements, and Questionnaires

Members or applicants for membership shall complete and submit to Contractor such applications, or other forms or statements as Contractor may reasonably request. Upon request, Division shall supply to Contractor a complete current listing of Member mailing addresses.

c. Identification Cards

If given the prior approval of Division, Contractor may issue identification cards. Such identification cards are for identification only. Possession of a Contractor identification card confers no rights to services or other benefits under this Agreement. To be entitled to such services or benefits the holder of the card must, in fact, be a Member and be entitled to a valid Division Medical Care Identification Card.

d. Rights to Examine Records

Subject to the provisions of subparagraph k. of this section, the records of Division pertinent to issues of eligibility and monthly payments arising under this Agreement shall be available for examination by Contractor at reasonable times.

e. Administration of Agreement

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Contractor and Division, separately, jointly, or as appropriate, may adopt reasonable policies, procedures, rules and interpretation to promote orderly and efficient administration of the Agreement with respect to any provision of this Agreement which is in conflict with federal or state statutes or regulations in order

to conform to the requirements of such statutes or regulations.

f. Right of Provider Appeal

Contractor's mechanism for appealing Division action under this Agreement is the Provider Appeal process as defined in OAR 461-13-191 through 461-13-225. Decisions rendered under this process are subject to judicial review under the provisions of ORS 183.484.

g. Notices

Any notice under this Agreement shall be deemed given the earlier of either the time of delivery or 2 days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to Contractor:

Multnomah County Department of Human Resources  
P.O. Box 40046  
Portland, Oregon 97240

If to a Member:

To the latest address provided for the Member on an address list, enrollment or change of address form actually delivered to Contractor.

If to Division:

Administrator  
Adult and Family Services Division  
400 Public Service Building  
Salem, Oregon 97310

h. Nondiscrimination in Employment

- (1) Discrimination Prohibited. During the performance of this Agreement Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, creed, marital status, or the presence of any sensory, mental or physical handicap. Contractor shall take affirmative action required by law to ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, color, religion, sex, or national origin, creed, marital status, age, or the

presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and programs for training, including apprenticeships.

- (2) Noncompliance with Nondiscrimination Plan. In the event Contractor fails or refuses to fully comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulation, (41 CFR Part 60) to the extent applicable to Contractor, this Agreement may be rescinded, cancelled, or terminated in whole or in part, and Contractor may be declared ineligible for further contracts with Division. Contractor shall, however, be given reasonable time, in accordance with the provisions of Section 13 TERMINATION OF AGREEMENT subparagraph a.(3), in which to cure an issue of noncompliance. Alleged incidents of noncompliance shall be resolved pursuant to the Provider Appeal process.

i. Nondiscrimination in Client Service

- (1) Discrimination Prohibited. Contractor shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, physical handicap, health status, or need for health services:
  - (A) Deny any individual any services or other benefits provided under this Agreement.
  - (B) Provide any service(s) or other benefits to an individual which are different or are provided in a different manner, from those provided to others under this Agreement.
  - (C) Subject an individual to segregation or separate treatment in any matter related to his or her receipt of any services(s) or other benefits provided under this Agreement.
  - (D) Deny any individual an opportunity to participate in any program provided by this Agreement through the provision of services or otherwise nor will afford him or her an opportunity to do so which is different from that afforded others under this Agreement.

Contractor, in determining (a) the types or services or other benefits to be provided, (b) the class of individuals to whom, or the situation in which, such services or other benefits will be provided, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, marital status, age, physical handicap, health status or need for health services; or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, color, sex, religion, national origin, creed, marital status, age, or physical handicap, health status, or need for health services.

- (2) Complaints Alleging Discrimination. Contractor agrees that all complaints alleging discrimination against the intended beneficiaries of funds administered under this Agreement because of race, color, sex, religion, national origin, creed, marital status, age, physical handicap, health status, or need for health services will be handled through Contractor's grievance process.

j. Assignment of Agreement or Claims

Contractor shall not assign this Agreement, except as specifically provided for herein, nor any claims arising therefrom without prior written approval of Division and subject to such conditions and provisions as Division may deem necessary. No such approval by Division of any assignment or claims shall be deemed in any manner to provide for the incurrence of any obligation by Division in addition to the total agreed upon price.

k. Safeguarding of Member Information

Subject to the requirements of 42 CFR Part 431, Subpart F, the use of or disclosure by any party of any patient identifying information concerning a Member for any purpose not directly connected with the administration of Division's or Contractor's responsibilities with respect to services provided under this Agreement or under Title XIX of the Social Security Act, is prohibited except on written consent of the recipient

or client, his or her attorney, or, if appropriate, his or her legally responsible parent or guardian.

1. Right of Access and Inspection

At all reasonable times, Contractor and its subcontractors shall provide Division, personnel duly authorized by Division, and all duly authorized federal representatives the right of access to its facilities and to its financial and medical records in order to monitor and evaluate cost, performance, compliance, quality, appropriateness, and timeliness of services provided under this Agreement. Record inspection shall be restricted to those medical records pertaining to Medical Services provided to Members as well as to those records pertinent to determining costs payable under this Agreement. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions.

Pursuant to 45 CFR Part 74, such records shall be retained by Contractor or its subcontractor for a least 3 years after final payment is made under this Agreement or any subcontract and all pending matters are closed. Additionally, if an audit, litigation, or other action involving the records is started before the end of the 3-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the 3-year period, whichever is later.

m. Savings

Two types of savings can be realized under this Agreement:

- (1) Savings Related to the Capitation Fee. The first type of savings is related to the Capitation Fee. For this savings, if the sum of the Allowable Costs and all other expenses incurred by Contractor are less than the sum of the Capitation Fees, the difference will be retained by Contractor.
- (2) Savings Related to Reduction in Utilization. The second source of savings is from a reduction of utilization in the hospital inpatient, hospital outpatient and drug areas. To be eligible to receive such savings Contractor must complete the term of this Agreement. The savings from this second source will be calculated as follows:

- (A) The calculation of savings for the contract year October 1, 1989 through September 30, 1990 will include the following steps -
- (i) Calculate total administrative costs chargeable to the contract period on a per enrollee-month basis.
  - (ii) Obtain Contractor-specific costs for the contract period by type of service (i.e., inpatient discharges, outpatient visits and drug items). Adjust costs for completion factors. State on a per enrollee-month basis. Add per enrollee-month costs for all types of service and administrative costs (i).
  - (iii) Obtain non-enrollee costs for contract period by type of service and adjust for completion factors. State on a per eligible-month basis and adjust by county-weighting factors to arrive at estimated costs in Contractor's area. Add costs for all types of services.
  - (iv) Subtract Contractor cost per enrollee month (ii) from estimated non-enrollee cost (iii). Divide by two to determine Contractor's share of savings. A net positive figure will result in the distribution of savings to Contractor. Contractor is responsible for administrative costs (i) even if there is no savings.
  - (v) Multiply the lesser of Contractor's share of savings (iv) or \$3.25 maximum by enrollee-months to determine amount of savings payment.
- (B) The costs of pregnant women and neonates will be excluded from all calculations.
- (C) Division shall make payment to Contractor no later than March 31, 1991.
- (D) Division shall furnish Contractor the following information on a monthly basis:
- (i) The number of persons enrolled.
  - (ii) Inpatient discharges and expenditures.

- (iii) Outpatient visits (excluding lab and X-ray only) and expenditures.
- (iv) Drug items and expenditures.

This is the information which will be used as a basis for determining any savings.

n. Risk Assumption

Contractor assumes full Risk for providing the health services required under this Agreement. Contractor may obtain reinsurance; however, Contractor must retain, after reinsuring, at least 80% of the underwriting risk.

o. Membership Grievance Procedure

- (1) Filing a Complaint. An oral or written complaint may be made to any employee of Contractor.

If the Member wishes to file a written complaint, Contractor will provide to the Member a copy of the grievance form, attached and hereby incorporated into this Agreement as Exhibit A.

- (2) Action on Complaint. Contractor staff, with delegated authority to resolve complaints, must determine the action required to resolve the complaint, including transmitting complaints requiring action by other persons in the PCO to such persons. Contractor shall respond to the Member in writing for a written complaint and orally or in writing, at Contractor discretion, for an oral complaint, within 5 working days after receiving the complaint. The response shall contain the resolution of the complaint, the basis for the resolution, notification that a Member who is not satisfied with the result may seek a review of the resolution of the complaint by submitting, within 30 days, a written request for appeal along with any additional information to Contractor, and notification that a Member who feels his or her medical problem cannot wait for the normal Contractor review process may request, through Contractor, that Division consider providing an expedited Fair Hearing.
- (3) Review Procedure. A request for a review must be filed in writing with Contractor within 30 days after receipt of notice of the resolution of the original complaint.

If the request for review is made by the Member within the time limit, Contractor must review the complaint, initial resolution, and any additional information submitted by the Member. Within 30 days of the date of filing, Contractor shall notify Member of Contractor's final resolution of the matter and that a Member who is not satisfied with the result may request a Fair Hearing from the Division.

To assure that problems in the operation of the PCO are brought to the attention of the PCO's management, and that the grievance procedure is operating efficiently, quarterly reports of the grievances received and acted upon by the PCO are to be made to Division.

- (4) Fair Hearing. Should a Member not be satisfied with Contractor's final resolution of a complaint, that Member may request a Fair Hearing from Division.

Should a Member feel his or her medical problem cannot wait for the normal contractor review process, including Contractor's final resolution, that Member may request Contractor submit documentation to Division's Medical Director within, as nearly as possible, 2 working days for decision as to the necessity of an expedited Fair Hearing. Division's Medical Director shall decide within, as nearly as possible, 2 working days, if that Member is entitled to an expedited Fair Hearing.

At a Fair Hearing, both Contractor and the Member shall be given the opportunity to appear. If requested to do so by Division or the Member, Contractor shall make all pertinent files and medical records available for use at such Fair Hearing. Contractor agrees to implement the Fair Hearing decision of Division. Implementation of a Fair Hearing decision or request for such a hearing shall not be the basis for a request by Contractor for Disenrollment of that Member.

- (5) Copy Provided to Member. Contractor shall furnish each Member a copy of the grievance procedure and grievance form.

p. Fiscal Records, Controls, Reports and Monitoring Procedures

Contractor and its subcontractors shall maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Contractor and its subcontractors shall collect statistical data of a fiscal nature on a regular basis to the extent possible under its existing systems and procedures and to make fiscal statistical reports at times prescribed by and on forms compatible with the data that Contractor and its subcontractors are able to provide.

Contractor shall submit utilization reports as identified in the Provider Handbook.

- (1) Audit. Contractor shall have an annual financial statement prepared at a compilation, review or audit level and prepared in accordance with generally accepted accounting principles. Combined financial statements shall be prepared in order to demonstrate the financial position of the overall related health care delivery system when delivery of health care or other services is dependent upon affiliates. Financial statements shall be presented in a form that clearly shows the financial position of Contractor separately from the subcontractor and from the combined totals. Interentity transactions and profits shall be eliminated when combined statements are prepared. Division and Contractor agree that Contractor's normal audited statement prepared by independent auditor or accounting firm shall satisfy this requirement.
- (2) Certified Financial Statements. Contractor shall have separate financial statements prepared on a yearly basis if an independent accountant or Division determines that preparation of combined statements is inappropriate.
  - (A) The independent accountant shall state in writing his or her reasons for not preparing combined financial statements.
  - (B) Contractor shall provide supplemental schedules which clearly reflect all interentity transactions and eliminations necessary to enable Division to analyze the

overall financial status of the entire health care delivery system.

- (3) Inspection of Working Papers. Upon Division's written request, Contractor shall require the independent accountant to allow representatives of Division to inspect working papers related to the preparation of the statement.
- (4) Disclosure. All information and statements described in this subparagraph p. obtained by Division shall be kept confidential and not be disclosed or divulged in any manner to any other person, entity or authority without Contractor's prior written consent, or unless such disclosure or divulgence is directly connected with the administration of Division's responsibilities under this Agreement and Title XIX of the Social Security Act.

g. Subcontracts

Contractor shall not enter into any Subcontract for performance of any of the work contemplated under this Agreement without obtaining Divisions's prior written approval. In determining whether to give such approval, Division will consider both the form and content of the proposed Subcontract. Subcontracts must meet the requirements of 42 CFR 434.6(a)(10), (b) and (c) and:

- (1) Be in writing and incorporate the applicable requirements of this Agreement.
- (2) Contain a provision or provisions requiring subcontractor compliance with subparagraphs i., k., l., and p. of Section 14 MISCELLANEOUS PROVISIONS.
- (3) Specify the functions to be subcontracted which must be appropriate to the service or activity covered under this Agreement.
- (4) In no way terminate or limit the legal responsibility of Contractor to assure that all activities under this Agreement are properly carried out.
- (5) Contain a provision that the subcontractor shall not request, or obtain, payment from Division or any Member for the services covered by the Capitation Fee.

- (6) Contain a provision that the subcontractor shall carry liability coverage, in the amount specified in Section 9 RELATIONS AMONG PARTIES AFFECTED BY AGREEMENT subparagraph b.(1) in order to indemnify Division as its interests shall be legally determined.
- (7) All contracts awarded in excess of \$10,000 by Contractor shall contain a provision requiring compliance with Executive Order 11246, entitled, "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR Part 60.
- (8) All contracts awarded in excess of \$100,000 by Contractor shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under Nonexempt Federal contract, grants or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to Division, the Department of Health and Human Services and to the U.S.E.P. Assistant Administrator for Enforcement (EN-329).

r. Member's Handbook

- (1) Branch Distribution. Contractor shall provide to all Division branch offices within the Service Area sufficient copies of Member's handbooks for distribution to Eligible Recipients who enroll in Contractor's PCO. At a minimum such handbooks shall contain the following information:
  - (A) Location(s) and office hours of the PCO.
  - (B) Telephone number to call for more information.
  - (C) A complete list of primary care case managers.
  - (D) How a Member selects a Primary Care Physician and the process for changing Physicians once the selection has been made.
  - (E) How to make appointments for medical care.
  - (F) What to do in an emergency: Both what to do in the plan's Service Area and what to do in the event the Member is out-of-area.

- (G) Explanation that the Primary Care Physician monitors and coordinates all Medical Service, including referrals to other providers.
- (H) A description of the benefits available through the PCO. This description should cover all benefits that, from the Member's point of view, are offered or coordinated through the PCO; the focus is on the benefits covered by Medicaid, not only those for which the PCO receives a Capitation Fee. Include here any additional benefits provided by the PCO.
- (I) An explanation of how Members should deal with changes such as a new address, or moving out of the Service Area.
- (J) An explanation of the grievance procedure. This explanation shall make use of Division's Model Grievance Statement, attached and hereby incorporated into this Agreement as Exhibit B.

- (2) Prior Approval. The Member's handbook and any revisions must be submitted to Division for its review and receive the approval of Division prior to any use or distribution.

s. Promotional Materials

Contractor will provide to Division, for approval prior to use, the form and content of all public information releases pertaining to this Agreement.

t. Rate Assurance

Contractor assures Division that the rates for the provision of services under this Agreement do not exceed fees charged to the general public.

u. Payment to Others

Contractor shall make prompt payment for all in-area or out-of-area services which are required by the Agreement and rendered by providers with which Contractor does not have arrangements.

v. Marketing

- (1) Division shall ensure that all Division staff responsible for enrolling and disenrolling Eligible Recipients have received instruction on acceptable marketing practice.

- (2) Contractor shall obtain prior written approval from Division for all marketing activities.
- (3) All written material must comply with the standards set forth in the Standards to Provide Service, attached and hereby incorporated into this Agreement as Exhibit B.
- (4) Contractor's marketing activities shall consist of notices in Division offices within the Service Area and any other activity agreed to by the parties.

w. Third Party Resource Recovery

(1) Third Party Resources

Types of third party resources include, but are not limited to, the following categories:

- (A) Private Hospital and Medical Insurance, including any Prepaid HMOs.
- (B) Disability Compensation Insurance.
- (C) Workers' Compensation (Industrial Accident).
- (D) CHAMPUS (Civilian Health and Medical Programs of the Uniform Services).
- (E) Veterans Administration Benefits.
- (F) Railroad Retirement.
- (G) Estates or Probate of Deceased Medical Assistance Recipients or Responsible Persons.
- (H) Absent Parents (Child Support Enforcement IV-D Program).
- (I) Liable Individuals.
- (J) School Injury Insurance.

(2) Contractor Responsibility

Contractor shall be responsible for initiating notification to Division that a Member has secured third party coverage, if and when known by Contractor. Contractor shall be responsible for initiating necessary action to effect third party collections wherever it is determined that a third

party is liable for paying all or part of the medical cost of an injury, disease, disability or other condition of a Member. Contractor shall notify Division, within 15 working days of when it is ascertained, of the name and address of any potential third party who may be liable for the cost of care rendered to a Member. Division will cooperate with Contractor, upon Contractor's request, in securing Member's cooperation in third party recovery. All third party collections shall be the property of Contractor.

(3) Identification of Third Party Collections

Contractor shall be responsible for maintaining records in such a manner so as to assure that all monies collected from Third Party Resources may be identified on behalf of Members. Contractor shall make these records available for audit and review consistent with the provisions of this Agreement. Contractor hereby certifies that all third party collections which are attributable to expenses paid by Contractor, will be identified and fully used as a source of revenue for rate setting purposes.

(4) Workers' Compensation (Industrial Insurance)

Notwithstanding the fact that Contractor excludes work-related injuries from coverage under this Agreement, all monies collected from injuries suffered by Members who are covered by Worker's Compensation insurance shall be identified as Third Party Resources in that the cost of providing coverage for these services as well as the revenues generated are a consideration in rate setting.

(5) Subrogation Rights of Third Party Liability

"Injured person" under this subparagraph means the Member covered by this Agreement who sustains bodily injury. Contractor's "medical expense" means the expense incurred by Contractor for the care or treatment of the injury sustained computed at Non-Member Rates.

If a Member obtains or requires Medical Services under this Agreement as a result of an alleged act or omission by a third party giving rise to a claim of legal liability against the third party, Contractor shall have the right to seek recovery

of its cost of providing benefits to the injured person from the third party. Contractor shall be subrogated to and may enforce all rights of the injured person to the extent of its medical expense. Contractor's right of subrogation shall be limited to the amount required to fully compensate it for the medical expense incurred. The Member retains the right to seek private redress for the Member's injuries.

The injured person, or the injured person's representative must cooperate with Contractor to the extent required by Federal and State laws in effecting collection from persons causing the injury.

If an injured party settles a claim without protecting Contractor's interest, the injured party may be liable up to the full cost of providing service but not in excess of the settlement.

When reasonable collection costs including legal fees have been incurred to recover the injured person's damages and Contractor's medical expense, whether incurred in an action for damages or otherwise, and where there is such recovery, there shall be an equitable apportionment of such collection costs between Contractor and the injured person.

x. Miscellaneous Federal Requirements

- (1) Contractor shall comply with the applicable provisions of the Clean Air Act (Section 306, 42 U.S.C. 1857) (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to Division, the Department of Health and Human Services and to the USEPA Assistant Administrator for Enforcement (EN-329).
- (2) Performance under this Agreement by Contractor shall be in accordance with any applicable provisions of 42 CFR Subchapter C and 45 CFR Part 74.
- (3) Contractor shall comply with any applicable standards and policies relating to energy

efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Title III, Part C, Public Law 94-165).

y. Hysterectomies

Hysterectomies will be approved only for medical reasons unrelated to sterilization. The Member and her legal representative, if any, must be informed orally and in writing that the hysterectomy will render her permanently incapable of reproducing. Form AFS 741 shall be used for this purpose. However, use of this form is not required if: (a) the Member is already sterile prior to the procedure; or (b) if the procedure was performed under a life-threatening emergent condition.

Hysterectomies performed under condition (a) require certification in writing by the physician that the Member was already sterile as well as the cause of the sterility. Hysterectomies performed under condition (b) require certification in writing by the physician describing the nature of the life-threatening emergency circumstances and the fact that prior acknowledgment was not possible.

Federal Financial Participation (FFP) may not be claimed for any expenditures involving hysterectomies unless Division, through its Contractor, obtains the above documentation showing that the requirements were met. Such documentation shall be maintained in Member's medical records.

Any hysterectomy performed which does not meet the federal requirements shall be factored out of the Capitation Fee rate.

z. Quality Assurance System

Contractor shall provide for an internal quality assurance system that:

- (1) Collects and maintains medical record information on all Members.
- (2) Monitors for consistency with the utilization control requirements set forth in 42 CFR 456.
- (3) Provides for reviewing, by appropriate health professionals, those procedures followed in providing health services.

- (4) Provides for a systematic data collection of performance and patient results.
- (5) Provides for interpretation of data to the practitioners.
- (6) Provides for making needed changes.

aa. Severability

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

bb. Successors in Interest

The provisions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their representatives, successors and assigns.

cc. Waiver

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

dd. Risk Limitation

Contractor may, upon written request or at the time of execution of this Agreement, obtain a risk limitation on Members. The following conditions apply to this option:

- (1) If Contractor requests a risk limitation, it shall apply to all Members and will result in a reduction of the Capitation Fee rate.
- (2) Costs which Contractor incurs for services provided to Members prior to Division's receipt of Contractor's written request for a risk limitation shall not be counted towards the risk limitation amount. Such costs are covered by the Capitation Fee and are Contractor's Responsibility.
- (3) For risk limitation purposes, costs shall be calculated on the basis of the pricing limits, conditions and limitations stated in Division's administrative rules, policy and Medical Provider Guides which are in effect at the time of the provision of service.

- (4) Within 12 months of the date costs for a Member reach the risk limitation amount, Contractor shall submit documentation supporting such costs to Division. This documentation shall, at a minimum, contain the following information for each procedure performed or supply furnished to the Member: the date of service, CPT-4 procedure code, amount charged and amount paid in accordance with Division's pricing limits for the service or supply in question, type of service code corresponding to the procedure performed and the amount paid by Third Party Resources. Failure to submit the required documentation within this time frame shall excuse Division's obligation to pay Contractor, other than on a capitated basis, for services and supplies provided to the Member between the time the risk limitation amount is reached and 12 months prior to the time that Contractor submits the required documentation.

Claims received after risk limitation has been established: Claims for services provided in the portion of the enrollment year prior to the date risk limit is reached shall be received by Division within the greater of one year from the date of service or 120 days from the risk limit notification date. Failure to submit claims within this timeframe shall excuse Division's obligation to pay Contractor or other providers for those claims, other than on a capitated basis.

- (5) Risk limitation for individual Members operates on a 12 month cycle. For individual Members the first cycle starts at the time the Member initially enrolls in the PCO or at the time the Division receives Contractor's written request for a risk limitation, whichever is later. Failure of the Member to maintain continuous enrollment in the PCO does not affect the running of the 12 month cycle. Whenever costs in a cycle for an individual Member exceed the amount specified in Contractor's risk limitation request, Contractor is not responsible for that individual's care on a capitated basis for the remainder of that particular cycle.
- (6) Any member whose documented costs exceed the requested risk limitation amount shall be issued an unrestricted Medical Care Identification Card. Upon receipt of this card, the Member shall not be restricted to obtaining medical care through

Contractor. At the end of the 12 month cycle, the Member shall be reenrolled in Contractor's PCO unless the Member is no longer an Eligible Recipient or the Assistance Unit is enrolled in another prepaid health plan.

- (7) For Members whose costs exceed the requested risk limitation amount, Contractor shall continue to provide care on a Fee For Service Basis at Division's pricing limits and in accordance with the conditions and limitations stated in Division's administrative rules, policy and Medical Provider Guides for Members who elect to continue to receive medical care from Contractor.

ee. Incorporation

Division's model grievance form attached as Exhibit A, Model grievance process attached as Exhibit B, the Standards to Provide Service, attached as Exhibit C, and Contractor's proposal to Application to Provide Service 84-5 are hereby incorporated into and made a part of this Agreement.

ff. Division Authority

The authority of Division to enter into this Agreement is pursuant to 42 CFR 434 and ORS 414.610 to 414.650.

15. MERGER:

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND APPROVED AS OUTLINED IN SECTION 5. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THE AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

16. SIGNATURES:

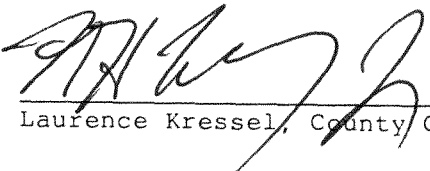
CONTRACTOR  
MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Gladys McCoy

By Multnomah County Chair  
Authorized Representative

Date \_\_\_\_\_

REVIEWED:

  
\_\_\_\_\_  
Laurence Kressel, County Counsel

DATE: 8.17.87

STATE OF OREGON  
ADULT AND FAMILY SERVICES  
DIVISION  
400 Public Service Building  
Salem, OR 97310

By \_\_\_\_\_  
Authorized Representative

Date \_\_\_\_\_

Reviewed by AFS Contracts  
Manager:

\_\_\_\_\_  
Reviewed by HSS Manager:

\_\_\_\_\_  
Approved as to Legal  
Sufficiency:

\_\_\_\_\_  
Assistant Attorney General

PHYSICIAN CARE ORGANIZATION (PCO)  
 MEMBER SATISFACTION FORM

If you have a problem or complaint, you can call your Physician Care Organization (PCO) to talk about it. Your PCO handbook explains the PCO member satisfaction (grievance) process. It also gives the telephone number and address of your PCO office.

You can also complete this form if you want to file a written complaint or grievance about the problem.

Explain what happened and what you think should be done. Then mail or give the completed form to the receptionist at your PCO office. Each PCO's handbook tells what they do when someone files a complaint.

Please feel free to let your PCO know what you like about its services, in person or by using this form.

Your Name

Your AFS Number

Your Phone Number

Name of your PCO

Describe what happened and who was involved.


Describe what you would like done about it.


**Urgent Medical Problems**

You can ask your PCO for a special hearing if you still have a medical problem and it can't wait while your PCO makes a second review. Your PCO handbook tells more about these reviews and hearings.

Your Signature

Date

PCO Name and Address

## EXHIBIT B

### GRIEVANCE PROCESS

If you have a problem or a complaint, contact \_\_\_\_\_ at \_\_\_\_\_. You can either write or call us with your concern. Complaint forms are available at \_\_\_\_\_ and AFS branch offices if you want to use a form. \_\_\_\_\_ will look into all problems, both medical and non-medical, and get back to you within 5 working days. We will help you find an interpreter if you need one.

If your concern has not been taken care of to your satisfaction, you may ask for a second review, within 30 days. You may make this appeal by \_\_\_\_\_

\_\_\_\_\_. Your problem will be reviewed and you will get a written decision within 30 days.

If you still do not like the decision, you can ask AFS for a fair hearing. Go to the branch office and ask for help in filling out the request for a fair hearing.

#### Urgent Medical Problems:

If you think your problem has not been taken care of and if you feel your medical problem cannot wait while we do a second review, you may ask us for a special fair hearing. We will contact the AFS Medical Director to see if your medical problem qualifies for a special fair hearing. A decision will be made as soon as possible.

Please note that all grievance proceedings are confidential.

## EXHIBIT C

### STANDARDS TO PROVIDE SERVICE

The following are standards for participation as a Physician Care Organization (PCO).

Each standard constitutes a general statement of a major element of the PCO program. Ten standards are listed.

Below each standard are individual measurements. Measurements represent specific procedures, policies, staff, services, or written materials that should be in place to satisfy each standard. There is some overlap of the measures among some standards. Each measure corresponds to a requirement in the provider contract.

PCO participation standards are based on a variety of sources including 42 CFR 434; 42 CFR 431.55; State and local Health Plans, and recognized national publications, such as the Selected Aspects of Planning For Primary Care in Medicine: A Definition and Ambulatory Health Care Standards.

#### STANDARD #1: PROVISION OF HEALTH CARE SERVICES

THE PCO HAS THE ABILITY TO DELIVER OR ARRANGE FOR ALL THE HEALTH CARE SERVICES THAT ARE MEDICALLY NECESSARY AND REIMBURSABLE UNDER THE CONTRACT.

#### Measurement

- 1.1 There shall be at least one participating primary care physician or an acceptable equivalent to a physician for every 1,200 enrollees, or fraction thereof;
- 1.2 There shall be at least one participating physician or an acceptable equivalent to a physician considering all physicians in the PCO, for every 1,000 enrollees, or fraction thereof.
- 1.3 The PCO shall have procedures which enable each enrollee to choose a specific primary care physician or health care team that provides primary care to that patient and arranges, coordinates, and monitors all other medical care for that patient on a continual basis.
- 1.4 The PCO will make assurances that the provision of noncapitated professional and related health services by the PCO or arranged through referral to another source will be subject to all AFS Rules including Prior Authorization, except that hospital services are not subject to Prior Authorization.

1.5 Board certified physician assistants and nurse practitioners are an acceptable equivalent to physicians under the following conditions:

- (a) They must be board-certified and licensed in Oregon,
- (b) The rate of equivalency is 1:3 (three nurse practitioners and/or physician assistants are equal to one physician), and
- (c) The physician assistants and nurse practitioners must be supervised by physicians pursuant to the standard established by the Board of Medical Examiners.

## STANDARD #2: EMERGENCY MEDICAL SERVICES

THE PCO HAS POLICIES AND PROCEDURES FOR THE PROVISION OF EMERGENCY SERVICES ON A 24-HOUR, SEVEN DAY A WEEK BASIS.

### Measurement

- 2.1 To the extent that the PCO is not capable of directly delivering emergency treatment, there must be arrangements for availability of appropriate emergency services for enrollees on a 24-hour, seven day a week basis (e.g., call sharing arrangements).
- 2.2 During normal hours of operation, the PCO must have a health professional available to triage emergencies from patients under the following circumstances:
  - (a) Walk-in patients must have initial evaluation immediately.
  - (b) Phone calls to the provider site by enrollees must be assessed to determine appropriate action.
  - (c) Phone calls from other providers requesting approval to treat enrollees must be assessed for appropriateness.
- 2.3 PCO must maintain an after-hours call-in system adequate to triage emergency calls from enrollees.
- 2.4 The PCO must have procedures for notifying a referral emergency room concerning an arriving patient's presenting problem, and whether or not the practitioner will meet the patient there.
- 2.5 The PCO shall have procedures for processing emergency services claims. Ninety percent (90%) shall be processed

within 45 days of receipt and ninety-nine percent (99%) shall be processed within 90 days of receipt.

### STANDARD #3: CONTINUITY OF CARE

THE PCO HAS POLICIES AND PROCEDURES WHICH ASSURE A SYSTEM FOR THE ARRANGEMENT, TRACKING AND DOCUMENTATION OF ALL REFERRALS TO OTHER PROVIDERS.

#### Measurement

- 3.1 The PCO must maintain a network of referral sources for all services that are stipulated in the contract and not provided on site and may establish contracts for referrals. Referral physicians need not be as accessible as primary care physicians, but may be no less accessible to PCO enrollees than to non-PCO patients.
- 3.2 The PCO must maintain a standardized referral form which shall accompany the patient to the referral source.
- 3.3 A staff member shall be designated who will be responsible for the arrangement, coordination, and monitoring of the provider's referral system.
- 3.4 Procedures shall be maintained to arrange for the return of relevant medical information from referral sources. Such procedures shall include:
  - (a) Review of information by referring physician;
  - (b) Entry of information into patient's medical record;
  - (c) Arrangements for periodic reports from ongoing referral appointments; and
  - (d) Procedures to monitor the return of information from referral sources.
- 3.5 When a patient is hospitalized, the following must occur:
  - (a) Make a notation in the medical record noting the reason, date, and duration of hospitalization;
  - (b) Make notations, upon discharge, of follow-up plans including appointments for physician visits;
  - (c) Enter pertinent reports (including reports from consulting physicians) from the hospitalization in the medical record.

- 3.6 Procedures shall be maintained to process all referrals made over the phone during and after hours of operation as a regular referral, i.e., referral form completed, information entered into medical record, information requested from referral source.
- 3.7 Provision shall be made to record emergency visits made without prior referral which the PCO accepts as legitimate. Such visits shall be processed as regular referral, i.e., information entered into medical record, information requested from referral source.
- 3.8 Procedures shall be maintained to orient and train patients, PCO staff, and referral sources in the appropriate use of the PCO's referral system.
- 3.9 The PCO shall maintain a filing system adequate to document all aspects of the referral system.
- 3.10 The PCO shall have procedures for health professionals to respond to calls from other providers requesting approval to provide care to PCO enrollees who have not been referred by the provider.
- 3.11 The PCO shall have procedures for processing referral claims. Ninety percent (90%) shall be processed within 45 days of receipt and ninety-nine percent (99%) shall be processed within 90 days of receipt.

#### STANDARD #4: MEDICAL RECORDKEEPING

THE PCO MAINTAINS A MEDICAL RECORDKEEPING SYSTEM NECESSARY TO FULLY DISCLOSE AND DOCUMENT THE EXTENT OF SERVICES BOTH ARRANGED FOR AND PROVIDED TO ENROLLED RECIPIENTS.

##### Measurement

- 4.1 PCOs must maintain an integrated medical record for each enrollee which documents all types of care delivered during and after office hours.
- 4.2 The medical record must include data which forms the basis of the diagnostic impression or the patient's chief complaint sufficient to justify any further diagnostic procedures, treatments, recommendations for return visits, and referrals. The medical record also must include:
  - (a) Patient's name, date of birth, sex, address phone number;
  - (b) Next of kin, sponsor, or responsible party;

(c) Medical history.

4.3 Data required for each recipient encounter shall be entered into the medical record and include, as applicable:

- (a) Date of service;
- (b) Name and title of person performing the service;
- (c) Pertinent findings on examination, diagnosis;
- (d) Medications administered or prescribed;
- (e) Referrals and results of referrals;
- (f) Description of treatment when applicable;
- (g) Recommendations for additional treatments or consultations;
- (h) Medical goods or supplies dispensed or prescribed (if any);
- (i) Tests performed and results;
- (j) Health education and medical social services provided;
- (k) Hospitalization order and discharge summaries for each hospitalization.

4.5 A medical recordkeeping system must be maintained that conforms with professional medical practice, permits internal medical audit, and facilitates an adequate system for follow-up treatment. These records shall be maintained for at least four years after the date of medical services for which claims are made or for such length of time as may be dictated by the generally accepted standards for recordkeeping within the applicable provider type, whichever time period is longer.

4.6 PCOs must maintain the confidentiality of medical record information and release such information only in accordance with 42 CFR 431 Subpart F.

4.7 PCOs shall cooperate with AFS representatives for the purposes of audits, inspection and examination of the medical records.

#### STANDARD #5: QUALITY ASSURANCE SYSTEM

THE PCO MUST HAVE AN INTERNAL QUALITY ASSURANCE PROGRAM BASED ON WRITTEN POLICIES, STANDARDS, AND PROCEDURES WHICH ARE IN

ACCORDANCE WITH ACCEPTED STANDARD MEDICAL PRACTICES AND WITH  
ACCEPTED PROFESSIONAL STANDARDS.

Measurement

- 5.1 The PCO shall have a quality assurance committee composed of the medical director and other health professionals who are representative of the scope of the services delivered by the provider. Health professionals and consumers who are not regular staff members may be part of the committee.
- 5.2 The quality assurance committee shall conduct meetings at least twice a year.
- 5.3 The quality assurance committee shall include in its deliberations the following:
  - (a) Review of the PCO's written procedures and protocols of patient care;
  - (b) Review of patient care as measured against the PCO's written procedures and protocols of patient care. This review shall include a medical record review;
  - (c) Review of other aspects of the PCO's performance including, but not limited to: adequacy of medical recordkeeping; referral procedures; medication reviews; the appointment system; the after-hours call-in system; arrangements for emergency services; out-of-plan utilization; and physician/patient ratios;
  - (d) Review of persistent or significant grievances identified through the provider's grievance procedures;
  - (e) Review of quality assurance policies, standards, and procedures.
- 5.4 The PCO shall at each meeting of the committee:
  - (a) Make recommendations regarding corrective actions concerning problems identified through its review process; and
  - (b) Review results, progress, and effectiveness of corrective actions recommended at previous meetings.
- 5.5 The PCO shall adequately document the deliberations of each quality assurance committee meeting.

STANDARD #6: ACCESSIBILITY

THE PCO SHALL MAKE SERVICES, INCLUDING REFERRALS TO OTHER PHYSICIANS, ACCESSIBLE TO ENROLLED MEDICAID RECIPIENTS ON AT LEAST THE BASIS OF THE MEASURES BELOW. THE PCO SHALL NOT DISCRIMINATE BETWEEN ENROLLEES AND INDIVIDUALS WHO ARE NOT ENROLLED IN THE PCO WITH RESPECT TO ACCESSIBILITY.

#### Measurement

- 6.1 There must be phone coverage at all times either on site, or through an answering service. Note: A tape-recorded telephone message instructing patients to call a hospital emergency room will not suffice as compliance with this requirement.
- 6.2 All persons receiving calls must have sufficient communication skills to reassure patients and encourage them to wait for a return call in appropriate situations.
- 6.3 All calls requiring medical attention shall be forwarded to the on-call physician or designated nurse practitioner/physician's assistant. If a physician does not respond to the phone call there must be a written protocol specifying when a physician must be consulted.
- 6.4 A response to each call must be provided within a reasonable length of time by a health practitioner.
- 6.5 Adequate physician backup system covering all specialties including Adult Medicine, OB/Gyn, and Pediatrics, must be an operative element of after-hours care.
- 6.6 There shall be procedures for the triaging of calls in the primary language of each substantial population of non-English speaking enrollees. Substantial is defined as 35 non-English speaking households which have the same language. A non-English speaking household is a household that does not have an adult member who is fluent in English.
- 6.7 Health practitioners responding to the call shall be responsible for entering relevant information into the enrollees's medical record.
- 6.8 During business hours, the PCO shall provide access to qualified interpreters who can interpret in the primary language of each substantial population of non-English speaking enrollees. Such interpreters should be capable of communicating in English and the primary language of the enrollees and be able to translate medical information effectively.

- 6.9 PCO must have all written information in the primary language of each substantial population of non-English speaking enrollees.
- 6.10 The PCO shall have procedures for scheduling of patient appointments which are appropriate to the reasons for the visit, e.g., patients with non-emergency needs; patients with persistent symptoms; patient routine visits; new enrollee Initial Assessment.
- 6.11 Under normal circumstances, the PCO shall not keep patients waiting over 45 minutes for scheduled appointments.
- 6.12 The PCO must have a written procedure providing for triage of walk-in patients with urgent non-emergency medical need.
- 6.13 When not an emergency, walk-in patients should either be scheduled for an appointment as medically appropriate or be seen within two hours.
- 6.14 The PCO shall have procedures for following up of failed appointments including rescheduling of appointments as deemed medically necessary, and documentation in the patient record of broken appointments and recall efforts.
- 6.15 Travel time to individual PCO physicians shall not exceed 30 minutes or two transfers on available public transportation for 90 percent of the potential enrollees.
- 6.16 There must be provisions for physical access which include the following:
  - (a) Street level access or accessible ramp into facility; and
  - (b) Wheelchair access to lavatory.
- 6.17 Services, facilities, and personnel shall be prepared to meet the special needs of visually and hearing impaired patients.
- 6.18 There shall be arrangements for services to be provided by non-PCO providers where in-house capability to serve specific disabled populations does not exist.

STANDARD #7: GRIEVANCE PROCEDURES\*

THE PCO MUST HAVE PROCEDURES FOR ACCEPTING, PROCESSING AND RESPONDING TO ALL ENROLLEE GRIEVANCES. IN ADDITION TO THE INTERNAL PCO PROCEDURES, ONCE THOSE HAVE BEEN FOLLOWED, THE AFS FAIR HEARINGS PROCESS WILL BE AVAILABLE.

## Measurement

- 7.1 The PCO must have procedures for resolving informal complaints.\*\*
- 7.2 A staff member shall be designated who will be responsible for receiving, processing, channeling, and responding to grievances.
- 7.3 Procedures shall be maintained to inform enrollees orally and in writing about the PCO's grievance procedures. Such procedures shall include the following:
  - (a) Written material describing the grievance process;
  - (b) Assurance of confidentiality of grievance process in all written and posted material.
- 7.4 Procedures shall be maintained for the receipt and disposition of all grievances and shall include:
  - (a) Provisions for an appeals channel in cases where enrollees are not satisfied with an initial response which shall include at least one level of appeal beyond the initial response level and which may include one of the following:
    - 1) Medical director or administrator depending on the nature of the grievance;
    - 2) Other internal review mechanisms.
  - (b) Specified time limits for the following:
    - 1) Initial response to enrollee - 5 working days.
    - 2) Written response to enrollee appeal - 30 days, providing enrollee has submitted or caused to be submitted requested documentation.
  - (c) Procedures for assuring the confidentiality of the entire grievance process.
- 7.5 The provider shall maintain a system adequate to document the occurrence and resolution of all grievances.
- 7.6 The PCO shall maintain procedures to review the operation of the grievance system.
- \* A grievance is defined as an incident or concern which cannot be resolved in a manner satisfactory to the enrollees by the immediate oral response by the provider staff member

receiving the complaint or by the member services office, or any complaint received in writing.

- \*\* An informal complaint is defined as an incident or concern orally related to physician or other staff member, or a member services representative, which is immediately resolved to the complete satisfaction of the enrollees.

#### STANDARD #8: MARKETING

THE PCO MUST HAVE THE ABILITY TO DEVELOP AND DISTRIBUTE MARKETING MATERIALS TO ENROLLEES AND POTENTIAL ENROLLEES. SPECIFIC MARKETING REQUIREMENTS WILL BE REVIEWED DURING INDIVIDUAL APPLICATION TO PROVIDE SERVICE NEGOTIATIONS.

##### Measurement

- 8.1 Comply with policies for enrollment as set forth in the PCO contract and in the AFS Handbook for prepaid health plans.
- 8.2 Ensure that all staff who have contact with potential enrollees are fully informed of PCO policies including marketing, enrollment and disenrollment policies.
- 8.3 Work cooperatively with the staff of AFS and members of the community in the development and implementation of marketing plans and procedures.
- 8.4 Provide and disseminate promotional and informational materials which are specific to the PCO.

#### STANDARD #9: HEALTH CARE INFORMATION

THE PCO HAS AN ONGOING PROCESS OF PATIENT EDUCATION WHICH INCLUDES HEALTH EDUCATION, AND APPROPRIATE USE OF EMERGENCY FACILITIES AND SERVICES.

##### Measurement

- 9.1 PCOs shall have procedures for health education designed to prepare patients for their participation in and reaction to specific medical procedures, and to instruct patients in self-management of medical problems and in disease prevention. Health education may be provided by any health practitioner or by any other individual or program approved by the provider.
- 9.2 PCOs shall have procedures in effect to orient enrollees in the use of all services provided at the facility. This should include, but not be limited to, instructions regarding appropriate use of the provider's referral system,

grievance procedures, missed appointments, after-hours call-in system, and provisions for emergency treatment.

STANDARD #10: FINANCIAL VIABILITY

THE PCO MAINTAINS PROVISIONS AGAINST INSOLVENCY

Measurement

10.1 All PCOs who provide services on a capitation basis shall maintain provisions against insolvency through one or more of the following methods; recommended minimum amounts will be reviewed during individual negotiations;

- (a) Hospital sponsor underwriting contract;
- (b) Insolvency insurance;
- (c) Adequate financial reserves;
- (d) Performance bond;
- (e) Risk-sharing agreements with referral physicians;
- (f) Inclusion of large numbers of specialist physicians in the group to backup the primary care physicians.

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)

Meeting Date 8-31-89

Agenda No. R-10

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Approval of Notice of Grant Award from  
USDHHS Office of Community Services

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Human Services DIVISION Aging Services

CONTACT Marie Eighmey/Bill Thomas TELEPHONE 248-5464

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

BRIEF SUMMARY (Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested):

Approval requested for the attached Notice of Grant Award from the Department of Health and Human Services, Family Support Administration, Office of Community Services (OCS) for the period of July 1, 1989 to June 30, 1991. This Demonstration Partnership Program grant in the amount of \$250,000 has been awarded to Multnomah County to conduct a Homeless Family Self Sufficiency Demonstration Project. The Division will provide project management through the Community Action Program Office, services to homeless families will be provided by Portland Impact, and required third party evaluation will be provided by the Portland State University Regional Research Institute for Human Services. The Board approved application for this grant on August 25, 1988.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 2 minutes

IMPACT:

☐ PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

Other Federal /State

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: \_\_\_\_\_

BUDGET/PERSONNEL \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolution, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

[0004f p3]

*See original  
contract Award  
back to Aging Services  
9/5/89  
LM*

BOARD OF  
COUNTY COMMISSIONERS  
1989 AUG 22 PM 3:26  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK, 5TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3646

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  
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy  
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy*  
Director, Department of Human Services

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

DATE: July 27, 1989

RECEIVED  
AUG 16 1989  
HUMAN SERVICES  
ADMINISTRATION  
MULTNOMAH COUNTY

SUBJECT: Approval of Grant Award from USDHHS Office of Community Services

**RECOMMENDATION:** The Aging Services Division recommends that the Board of County Commissioners retroactively approve the attached Notice of Grant Award from the Department of Health and Human Services, Family Support Administration, Office of Community Services (OCS) for the period of July 1, 1989 to June 30, 1991. Notice of the award was received by the DHS Director's Office on May 23, along with special conditions requiring the provision of additional documentation within 30 days. This documentation was submitted. Staff had assumed that a contract would be provided after the special conditions were met, but have been informed this week that no additional contract will be forthcoming from OCS. The Notice of Grant Award (which does not require signatures) takes the place of a contract, and the Division is processing it for approval.

**ANALYSIS:** This Demonstration Partnership Program grant in the amount of \$250,000 has been awarded to Multnomah County for a two year period to conduct a Homeless Family Self Sufficiency Demonstration Project. The Division will provide project management through the Community Action Program Office, services to homeless families will be provided by Portland Impact, and required third party evaluation will be provided by the Portland State University Regional Research Institute for Human Services. Last August, these two organizations developed the grant application to OCS in partnership with the County as the designated community action agency for this area.

Over the two year project, approximately \$178,369 will be contracted to Portland Impact and \$64,469 will be contracted to the Regional Research Institute. (Metropolitan Community Action has proposed, and Impact has concurred, that the Division contract directly with Impact for this special project rather than pass these funds through MCA.) The \$5,100 balance of the grant funds will be used by DHS for travel (mandatory attendance at an evaluation workshop in Washington, D.C.), printing, and postage to support project operations and dissemination of findings. Indirect costs are recovered through this grant.

**BACKGROUND:** The Board of Commissioners approved the notice of intent to apply for this grant on August 25, 1988.



DEPARTMENT OF HEALTH & HUMAN SERVICES

MAY 1 1989

Family Support Administration

Bill Thomas ✓

Office of Community Services  
370 L'Enfant Promenade, S.W.  
Washington, D.C. 20447

APR 28 1989

CLERK OF THE BOARD COPY

Ms. Gladys McCoy  
Chair  
Multnomah County Department  
of Human Services  
426 S.W. Stark, 7th Floor  
Portland, Oregon 97204

MAY 23 1989

Re: Grant No. 89-1-DP-OR-220

Dear Ms. McCoy:

I am pleased to inform you that your organization's application to the Office of Community Services, Demonstration Partnership Program has been approved for funding. Enclosed is a Notice of Grant Award which reflects the approved amount and period of support.

Grants funded by the Office of Community Services are subject to the administrative regulations as cited in the enclosed Standard Terms and Conditions. Should it be necessary to depart from the approved work plan, please refer to the administrative regulations for prior approval procedures.

Notification to the Office of Grants Management of your acceptance of this grant must be received within thirty (30) days after receipt of this letter. Please be sure to reference your grant number on all correspondence.

Questions regarding the programmatic aspects of your grant should be directed to Jacqueline G. Lemire, our Project Officer, at (202) 252-5248. Questions of an administrative or fiscal nature should be directed to Anna Thornton, our Grants Management Specialist, at (202) 252-4613.

I wish you success in operating your project.

Sincerely,

Eunice S. Thomas  
Acting Director

Enclosures

## DEPARTMENT OF HEALTH &amp; HUMAN SERVICES

## Family Support Administration

## NOTICE OF GRANT AWARD

Under authority of P.L. 99-425, Section 408(a)(1)

(Legislation)

(Regulations)

This grant is subject to the terms and conditions incorporated either directly or by reference in:

- a. Grant Program Legislation cited above
- b. Grant Program Regulations cited above
- c. Special Terms and Conditions, if any, noted below
- d. 45 CFR Part 74 and Part 92

1. DOCUMENT NO 891DPOR220	CFR DANC 13.797
2. GRANT NO 89-1-DP-OR-220	3. AMEND NO
4. BUDGET PERIOD FROM 7-01-89 THROUGH 6-30-91	
5. TOTAL PROJECT PERIOD FROM 7-01-89 THROUGH 6-30-91	
6. TYPE OF GRANT <input type="checkbox"/> CONTINUATION <input checked="" type="checkbox"/> NEW <input type="checkbox"/> SUPPLEMENT <input type="checkbox"/> REVISION FOR ( ) <input type="checkbox"/> COMPLETING <input type="checkbox"/> EXTENSION	

## 7. PROJECT/PROGRAM TITLE

Demonstration Partnership Program

## 8. GRANTEE ORGANIZATION

Multnomah County Department of  
Human Services  
426 S.W. Stark, 7th Floor  
Portland, Oregon 97204

## 9. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR

William B. Thomas  
(503) 248-3782

## 10. APPROVED BUDGET

GRANT FUNDS ONLY <input checked="" type="checkbox"/>	TOTAL PROJECT COSTS <input type="checkbox"/>
PERSONNEL .....	\$
FRINGE BENEFITS .....	
TRAVEL .....	1,100
EQUIPMENT .....	
SUPPLIES .....	
CONTRACTUAL .....	242,838
OTHER .....	4,000
.....	
.....	
.....	
DIRECT COSTS .....	\$ 247,938
INDIRECT COSTS .....	2,062
Calculated at .7 % of \$ 242,838	
7.1% \$ 5,100	
TOTAL APPROVED BUDGET	\$ 250,000

## 12. CONGR. DISTRICT

3rd

## 13. COUNTY

Multnomah

## 14. AWARD COMPUTATION

A. TOTAL APPROVED BUDGET .....	\$ 250,000
B. LESS .....	\$ -0-
C. LESS UNOBLIGATED BALANCE FROM PRIOR BUDGET PERIOD(S) .....	\$ -0-
D. TOTAL AMOUNT AWARDED THIS BUDGET PERIOD .....	\$ 250,000

## 15. AMOUNT AWARDED-THIS ACTION

\$ 250,000

## 16. TOTAL FEDERAL FUNDS AWARDED

TO DATE FOR PROJECT PERIOD .....

\$ 250,000

## 17. SUPPORT RECOMMENDED FOR REMAINDER OF PROJECT PERIOD

PERIOD

TOTAL DIRECT COSTS

No further financial support of this  
project is anticipated by OCS.

21. REQUIRED GRANTEE PARTICIPATION  
To match Federal approved budget with  
\$250,000 in private or public funds.

28. REMARKS (SPECIAL TERMS & CONDITIONS ATTACHED) ☒ YES ☐ NO

19. PAYMENT INFORMATION PAYMENTS UNDER THIS AWARD WILL BE MADE UNDER PAYMENT CLAUSE a AS EXPLAINED  
ON REVERSE.

20. INQUIRIES REGARDING ADMINISTRATION OF THIS GRANT SHOULD BE DIRECTED TO

Jacqueline G. Lemire

OR

Anna Thornton

(OCS PROJECT OFFICER)

(FSA GRANTS MANAGEMENT SPECIALIST)

21. FY CAN

APPROP. NO.

22. CRS/EIN

23. SIGNATURE AND TITLE - FSA OFFICIAL

9G854007

7591504

1-936002309

Michael L. Seurman

DATE

23. OBJECT CLASS

24. FSA LIST NO.

41.51

DDG-89-50

Associate Administrator for  
Financial Management

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FAMILY SUPPORT ADMINISTRATION

OFFICE OF GRANTS MANAGEMENT  
OFFICE OF COMMUNITY SERVICES

SPECIAL TERMS AND CONDITIONS

GRANTEE: Multnomah County Department  
of Human Services

GRANT NO. 89-1-DP-OR-220

All special conditions must be met in writing within thirty (30) days from the date of award unless otherwise indicated.

Failure to comply with any term or condition shall, in accordance with Title 45 CFR Part 92, subpart C, be considered grounds for suspension and/or termination of this grant.

1. Grantee must submit documentation from the participating organizations of their commitment of the matching funds.
2. Grantee must provide clarification of staff responsibilities and time involvement.
3. Grantee must provide narrative on budget items, including salary justifications, client assistance and mileage costs.
4. Grantee must provide clarification of roles of the various entities involved in project.
5. Grantee must provide justification of the contracts listed in proposal to be processed through sole source.

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FAMILY SUPPORT ADMINISTRATION

OFFICE OF COMMUNITY SERVICES  
DEMONSTRATION PARTNERSHIP PROGRAM

STANDARD TERMS AND CONDITIONS

This award is subject to the following terms and conditions.

Failure to comply with any of the following terms or conditions shall, in accordance with Title 45 CFR Part 74, Subpart M (non-governmental), and 45 CFR Part 92, Subpart C (state and local governments), be considered grounds for suspension and/or termination of this grant.

1. The application budget and narrative as submitted requiring any amendments or revisions must receive prior approval.

2. LEGAL AUTHORITY

All grants made to applicants under Announcement No. OCS 89-3 are subject to the provisions of Section 408(a)(1) of the Human Services Reauthorization Act of 1986. Funds awarded must be expended in accordance with the approved work program and for the demonstrable benefit of low-income people, as defined in the latest annual revision of the poverty income guidelines published by the Secretary of Health and Human Services, as required by Sections 652 and 673(2) of the Omnibus Budget Reconciliation Act of 1981. Unless some other proportion is explicitly approved by the Director, Office of Community Services (OCS), or is required by technical or skill considerations, all jobs created through the implementation of the approved work program must be filled by low-income people, as defined in the latest annual revision of the above-referenced poverty income guidelines. The employment of low-income people, and best efforts to employ them when filling grant-supported jobs, must be documented in each program progress report.

3. Title 45 of the Code of Federal Regulations:

Part 16 - Department Grant Appeals Process  
Part 74 - Administration of Grants (non-governmental)  
Part 74 - Administration of Grants (state and local governments and Indian Tribal affiliates):  
    Sections 74.62(a) Non-Federal Audits  
            74.173 Hospitals  
            74.174(b) Other Nonprofit Organizations  
            74.304 Final Decisions in Disputes  
            74.710 Real Property, Equipment and Supplies  
            74.715 General Program Income  
Part 75 - Informal Grant Appeal Procedures  
Part 76 - Debarment and Suspension from Eligibility for Financial Assistance

- Part 80 - Non-discrimination  
Under Programs Receiving Federal Assistance through  
the Department of Health and Human Services  
Effectuation of Title VI of the Civil Rights Act of  
1964
- Part 81 - Practice and Procedures for Hearings Under Part 80  
of this Title
- Part 83 - Nondiscrimination on the basis of sex in the  
admission of individuals to training programs
- Part 84 - Non-discrimination on the Basis of Handicap in  
Programs
- Part 91 - Non-discrimination on the Basis of Age in Health and  
Human Services Programs or Activities Receiving  
Federal Financial Assistance
- Part 92 - Uniform Administrative Requirements for Grants and  
Cooperative Agreements to States and Local Governments  
(Federal Register, March 11, 1988)
- Part 100- Intergovernmental Review of Department of Health and  
Human Services Programs and Activities

4. DEMONSTRATION PARTNERSHIP EVALUATION WORKSHOP

- a. Within 30 days of the effective date of this grant, the grantee will submit to the Office of Community Services the name and qualifications of the third-party evaluator.
- b. The grantee's Project Director and third-party evaluator will attend an evaluation workshop, to be held in Washington, DC at a date to be announced by the Office of Community Services, and will be expected to make brief presentations. The grantee is requested to utilize the flexibility provided in the approved project budget to finance the costs of the trip or, if necessary, to utilize for this purpose other resources that may be available.
- c. Within 15 days of the above mentioned workshop, the grantee, taking into account the discussions and recommendations referred to above, must submit for approval to the Family Support Administration, Office of Community Services, a final evaluation plan to be used in the third-party evaluation of the project. The evaluation plan must yield, with as much certainty as possible, the extent to which planned interventions produced the intended outcomes. The evaluation must include procedures that compare information about participants and non-participants and be able to isolate and systematically assess competing explanations for the outcomes. The plan should clearly state the hypothesis and the appropriate definitions, interventions, outcome-oriented objectives and performance measures.

The plan should contain specification of the following elements: (1) the program performance measures to be used (program performance indicators, data sources, data collection methods, data collection instruments, sampling design and sample size); (2) the comparisons to be made (quasi-experimental or experimental designs); (3) the intended uses of program performance information (data analysis plan, statistical tests, etc.); (4) the resources to be committed to data collection and data analysis; and (5) the work plans and schedules for data collection and analysis.

5. SECTARIAN ACTIVITIES

Grantee assures that no portion of any property or facility acquired or renovated in whole or in part with funds awarded or otherwise acquired pursuant to this grant will be used for religious worship, sectarian instruction or any other religious purpose.

6. INDIRECT COST REIMBURSEMENT

Grants awarded are subject to indirect cost reimbursement in accordance with Chapter 6-150 of the HHS Grants Administration Manual, HHS Transmittal 87.01 (6/12/87).

NOTE: The policies pertaining to reimbursement of indirect costs have changed. Major changes include, but are not limited to, the following points: (a) The total amount awarded (direct plus indirect) shall constitute a ceiling on the amount payable to the grantee for a grant; (b) If additional funds are available, a grant shall be amended for specified exceptions only; and (c) Some prior approval requirements for rebudgeting between direct and indirect costs (in either direction) have been waived.

Additional information may be found in the Federal Register, June 12, 1987, pages 22530-22533.

7. INTEREST

See 45 CFR Part 74, Section 74.47 (non-governmental) or 45 CFR Part 92, Section 92.21(i) (state & local governments and Federally recognized Indian Tribes) regarding regulations governing interest.

8. GRANT RELATED INCOME

Income related to activities supported by this grant, as described in Title 45 of the Code of Federal Regulations, is subject to the provisions of the following: Part 74, Sections 74.42 and 74.46 of Subpart F (non-governmental) and Part 92, Section 92.25 of Subpart C (state & local governments and Federally recognized Indian Tribes).

9. LOBBYING

No funds committed to this program shall be used to engage in lobbying or other activities intended to influence legislation.

10. ADVOCACY

No funds committed to this program shall be used directly or indirectly for advocacy of a particular party, candidate, or political program, whether partisan or nonpartisan.

11. AUDIT REQUIREMENTS

Financial and compliance audits should be performed, and auditors reports prepared, in accordance with the General Accounting Office (GAO) "Standards for Audit of Governmental Organizations, Programs, Activities and Functions", 1981 revision.

Chapters V.B.2 and VII.D and E of the standards cover reporting requirements. Your attention is especially directed to the following information to be presented in audit reports: (i) a statement in the auditors' scope that the examination was made in accordance with generally accepted Government auditing standards for financial and compliance audits; (ii) statements of positive assurance on items tested for compliance and negative assurance on items not tested; (iii) identification of the major deficiencies disclosed; (iv) presentation of the auditors' explanation of the rejection of any invalid response; (v) disclosure of the status of prior recommendations; and (vi) placing findings in proper perspective by relating the extent of noncompliance to the number of cases examined. It would also be helpful if the auditors presented comments on the accuracy and completeness of your financial reports and claims submitted to the Federal Government. Audits of grants to Government agencies should be performed and reports prepared in accordance with the requirements of Appendix J (Circular A-128) to the Office of Management and Budget (OMB) Circular A-102.

12. DISCLAIMER TO BE INCLUDED IN ALL PUBLICATIONS/VIDEOS/ANNOUNCEMENTS

All published material, videos, and announcements should include the following disclaimer:

"This (publication/video) was developed under a grant from the Department of Health and Human Services, Office of Community Services. However, the contents do not necessarily represent the policy of the Department of Health and Human Services and you should not assume endorsement by the Federal government unless so granted."

13. REPORTS

(a) IDENTIFICATION AND ADDRESS

The OCS grant award number must be included on all required reports and on all grant related correspondence.

GENERAL CORRESPONDENCE

Except for the reports listed on page 4, all correspondence relating to your grant should be directed to the Director, Office of Community Services, 370 L'Enfant Promenade SW, Washington, D.C. 20447. A copy should be sent to the Deputy Associate Administrator, Office of Grants Management, Mail Stop OFM/DGM, 370 L'Enfant Promenade, SW, Washington, D.C. 20447.

FINANCIAL AND PROGRAM PROGRESS REPORTS

The required financial and program progress reports, as mandated by the terms and conditions of your grant, must be submitted to the Family Support Administration, Office of Grants Management, Mail Stop OFM/DGM, 370 L'Enfant Promenade, SW, Washington, D.C. 20447.

A copy of the reports should also be forwarded to Family Support Administration, Chief, Demonstration Partnership Program, Office of Community Services, 5th Floor, 370 L'Enfant Promenade, SW, Washington, D.C. 20447.

(b) TIMELY SUBMISSION OF REPORTS

Failure to submit reports when due will constitute noncompliance with grant terms and may be considered inadequate performance relative to eligibility for future funding.

(c) QUARTERLY PROGRESS REPORTS

The grantee shall provide two (2) copies of quarterly progress reports pertaining to and describing this program and its performance and showing how this performance is related to the accomplishment of the objectives of the grant. The reporting format should include at the minimum a narrative covering all of the areas described in the work program. Grantee shall include in each report an analysis of its progress toward the accomplishment of the approved major and minor areas of work and milestones and shall explain any variance. Grantee shall report to OCS all material contracts entered into during the prior period in its quarterly report. Progress reports are due 30 days after the end of each three-month period of the grant.

(d) FINAL PROGRESS REPORTS

Within 90 days after the expiration date of this grant, the grantee shall provide OCS with two copies of a final report which summarizes the operation of the project supported by this grant and sets forth, in detail, how the project's operation related to the objectives set forth in the approved grant.

(e) PROJECT EVALUATION

The evaluation component which was a requirement under OCS Program Announcement 89-3 is to be adhered to, and the methods and results of its implementation are to be reported in both (c) and (d) above.

(f) REPORTS OF PROGRAM CHANGES

The grantee must formally report on any changes or amendments to its approved work plan and must request approval for any amendments that relate to slippage in time, changes in priorities, major expenditure modifications in the budget or significant changes or modifications of its approved personnel structure, including changes resulting from funding by OCS at a level lower than that requested in the above-referenced application. These reports and requests must be at the same level of detail as, and explicitly referred to, the related material appearing in the approved application.

These reports and requests should be mailed simultaneously to the offices listed on the previous page.

(g) FINANCIAL REPORTS

The grantee must submit on a semi-annual basis an original and two copies of Standard Form 269. Instructions for completing this form are on the back of the form. Reports are due 30 days after the end of each six (6) month budget period of the grant. A final Financial Status Report is due 90 days after the end of the funding period. This report must be signed by the grantee's Financial Officer, or by an individual designated by the Financial Officer; such designations must be written, signed by the grantee's Financial Officer and the grantee's Project Manager, and be submitted to the Office of Grants Management, FSA at the previously listed address.

14. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Newly effective regulations require that all Federal grant recipients certify that they will maintain drug-free workplaces. In accepting this award, the grantee agrees to be bound by the certification standards. See the attachment labeled: U.S. Department of Health and Human Services' Certification Regarding Drug-Free Workplace Requirements for Grantees Other Than Individuals.

NOTE: For your information, the U.S. General Accounting Office maintains a toll free telephone number, 800-424-5454, for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Such reports are kept confidential, and callers may decline to give their names if they choose to remain anonymous.

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
CERTIFICATION REGARDING  
DRUG-FREE WORKPLACE REQUIREMENTS  
FOR GRANTEES OTHER THAN INDIVIDUALS

By drawing funds against this grant award, the grantee is providing the certification set out below:

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when HHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or governmentwide suspension or debarment.

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
  - (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and,
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)

Meeting Date 8-31-89

Agenda No. R-11

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Intergovernmental Agreement

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Justice Services

DIVISION Community Corrections

CONTACT Harley Leiber/Cary Harkaway

TELEPHONE 248-3980

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Harley Leiber/Cary Harkaway

**BRIEF SUMMARY** Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Permits County corrections counselors in the Community Corrections Division's Intensive Supervision Unit to continue using State vehicles maintained by the State's Portland Motor Pool; indemnifies the State for the use of the cars by County staff. Three cars are involved in the agreement.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 min.

IMPACT:

☐ PERSONNEL  
☐ FISCAL/BUDGETARY  
☐ General Fund  
☐ Other \_\_\_\_\_

*Returned to  
community  
corrections  
9/5/89  
Jm*

BOARD OF  
COUNTY COMMISSIONERS  
1989 AUG 22 PM 3:26  
MULTI-NOAH COUNTY  
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *[Signature]* *08/08/89 for Grant Nelson*

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) *Sandra Dwyer*

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



## MULTNOMAH COUNTY OREGON

## CONTRACT APPROVAL FORM

(See instructions on reverse side)

<b>TYPE I</b> — <input type="checkbox"/> Professional Services under \$10,000 <input type="checkbox"/> Revenue <input type="checkbox"/> Grant Funding <input checked="" type="checkbox"/> Intergovernmental Agreement	<b>TYPE II</b> — <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
Amendment # _____ to Contract # _____ (Original Contract Amount _____)	Amendment # _____ to Contract # _____ (Original Contract Amount _____)

Contact Person Harley Leiber Phone 248-3980 Date \_\_\_\_\_  
 Department Justice Services Division Community Corrections Bldg/Room 106/1500

Description of Contract Permits Community Corrections Division corrections counselors  
in the Intensive Supervision Unit to continue using State vehicles;  
indemnifies the State for the use of the vehicles.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Date of Exemption \_\_\_\_\_  
 Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name Oregon Dept of Corrections  
 Mailing Address 2575 Center St NE  
Salem, OR 97310  
 Phone 3378-2467  
 Employer ID# or SS# \_\_\_\_\_

Effective Date Sept 1, 1989  
 Termination Date June 30, 1991  
 Total Amount of Agreement \$ 0

Payment Terms  
☐ Lump Sum \$ \_\_\_\_\_  
☐ Monthly \$ \_\_\_\_\_  
☐ Other \$ \_\_\_\_\_  
☐ Requirements: contract requisition required  
 Purchase Order No. \_\_\_\_\_

## Required Signatures:

Department Head [Signature] Date 08/09/89  
 Purchasing Director \_\_\_\_\_ Date \_\_\_\_\_  
 (Type II Contracts Only)

County Counsel \_\_\_\_\_ Date \_\_\_\_\_

Budget Office \_\_\_\_\_ Date \_\_\_\_\_

County Executive/Sheriff \_\_\_\_\_ Date \_\_\_\_\_

TRANSACTION CODE	PO	AGENCY	PO DATE	mm d d y y	ACCOUNTING PERIOD	mm y y	BUDGET FY	YAY	ACTION	Original Entry (E)	Adjustment (M)
VENDOR CODE		VENDOR NAME					TOTAL AMOUNT	\$			
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC DEC IND
	200690									\$	
										\$	
										\$	
										\$	

WHITE — PURCHASING

CANARY — INITIATOR

PINK — CLERK OF THE BOARD

GREEN — FINANCE

GOLDENROD — BUDGET

MULTNOMAH COUNTY  
DEPARTMENT OF JUSTICE SERVICES  
COMMUNITY CORRECTIONS DIVISION  
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into as of September 1, 1989 by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon, hereinafter referred to as County, and the Oregon Department of Corrections, hereinafter referred to as State.

WHEREAS, the County assumed the duties of the Intensive Supervision Unit of the State effective July 1, 1989; and

WHEREAS, six (6) staff positions in that Unit have been transferred from State to County supervision and employment; and

WHEREAS, the Corrections Counselors in the Intensive Supervision Unit used three (3) vehicles owned and maintained by the State in the performance of their duties; and

WHEREAS, the County desires to continue to use the three (3) vehicles for the Intensive Supervision Unit; and

WHEREAS, the State is willing to allow such use if the County indemnifies for any liability arising out of the use and operation of said vehicles;

NOW THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. The State will provide three vehicles for the Intensive Supervision Unit, identified by their license plates as NWG 076, PUR 294, and NRM 306; and
2. The vehicles will be serviced at the Portland Motor Pool and parked at One-Stop Auto Parking, 1313 W. Burnside, Portland at no cost to the County.
3. When service is necessary, a loaner vehicle will be provided to the Intensive Supervision Unit; and
4. The Intensive Supervision Unit will have access to a caged vehicle assigned to the Department of Corrections, Northwest Region, when necessary to transport arrestees; and
5. The County expressly agrees to indemnify, defend and hold harmless the State from any and all loss, damage or expense from any claims arising out of the possession or use of the above referenced vehicles by County employees, should any claim, demand or action be asserted at any time.

\_\_\_\_\_  
 Chair  
 Multnomah County  
 Board of County Commissioners

\_\_\_\_\_  
 Director  
 State of Oregon  
 Department of Corrections

\_\_\_\_\_  
 Date

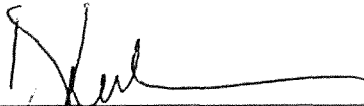
\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Director  
 Multnomah County  
 Department of Justice Services

\_\_\_\_\_  
 Regional Chief, NW Region  
 State of Oregon  
 Department of Corrections

\_\_\_\_\_  
 Date

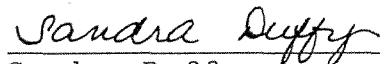
\_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Director  
 Multnomah County  
 Community Corrections Division

REVIEWED:

APPROVED AS TO LEGAL  
 SUFFICIENCY:

LAURENCE KRESSEL, COUNTY COUNSEL  
 FOR MULTNOMAH COUNTY, OREGON

By   
 \_\_\_\_\_  
 Sandra Duffy  
 Assistant County Counsel

\_\_\_\_\_  
 Attorney General

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)

Meeting Date 8-31-89

Agenda No. R-12

**REQUEST FOR PLACEMENT ON THE AGENDA**

Ratification of Intergovernmental Contract with  
Subject: City of Portland-ID.

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only August 31, 1989  
(Date)

DEPARTMENT Sheriff's Office DIVISION Correction Branch

CONTACT R. Showalter TELEPHONE 255-3600

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Robert G. Skipper

**BRIEF SUMMARY** Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of Intergovernmental Contract with City of Portland, Police Bureau to provide services to fingerprint and photograph individuals arrested for crimes.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

**ACTION REQUESTED:**

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ ~~APPROVAL~~  
Ratification

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA \_\_\_\_\_

**IMPACT:**

**PERSONNEL**

☐ FISCAL/BUDGETARY

☐ General Fund

Other \_\_\_\_\_

*returned to  
Sheriff's Office  
9/5/89  
Jm*

1509 AUG 17 11 10 40  
CLERK OF COUNTY  
CLERK OF COUNTY  
CLERK OF COUNTY

**SIGNATURES:**

DEPARTMENT HEAD, ELECTED <sup>Sheriff</sup> OFFICIAL, or COUNTY COMMISSIONER: Robert G. Skipper

BUDGET / PERSONNEL 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) See Contract Approval Form

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DJS #31  
FY 89/90

## CONTRACT APPROVAL FORM

*(See instructions on reverse side)*

TYPE I		TYPE II	
<input type="checkbox"/> Professional Services under \$10,000 <input type="checkbox"/> Revenue <input type="checkbox"/> Grant Funding <input checked="" type="checkbox"/> Intergovernmental Agreement	Ratified R-12 Aug 31, 1989	<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	
Amendment # _____ to Contract # _____ (Original Contract Amount _____)		Amendment # _____ to Contract # _____ (Original Contract Amount _____)	

RETURN TO BARBARA ERLER  
Contact Person Chief Joseph Golden Phone 248-5129 Date 6-2-89  
Department Sheriff's Office Division \_\_\_\_\_ Bldg/Room 119/307  
Description of Contract The City of Portland, Police Bureau to provide services to  
fingerprint and photograph individuals arrested for crimes.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Date of Exemption \_\_\_\_\_  
Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name	City of Portland - ID	Payment Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Monthly \$ _____ <input checked="" type="checkbox"/> Other \$quarterly _____ <input type="checkbox"/> Requirements contract-requisition required Purchase Order No. _____
Mailing Address	1111 SW Second Avenue	
	Portland, OR 97204	
Phone	796-3362	
Employer ID# or SS#		
Effective Date	July 1, 1989	
Termination Date	June 30, 1990	
Total Amount of Agreement	\$166,513.00	

**Required Signatures:**

Department Head Robert J. Skipper as Officer Date 6-19-89  
Purchasing Director Tillie M. Walha Date 6/22/89  
(Type II Contracts Only)  
County Counsel Sandra Duffy Date \_\_\_\_\_  
Budget Office Kathy Linker Date 6/30/89  
County Executive/Sheriff \_\_\_\_\_ Date \_\_\_\_\_

TRANSACTION CODE		AGENCY		PO DATE		m m d d y y		ACCOUNTING PERIOD		m m y y		BUDGET FY		y y		ACTION <input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)	
VENDOR CODE				VENDOR NAME										TOTAL AMOUNT		\$	
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION				AMOUNT		INC/DEC		
	200310	100	020	3910		6110							\$ 166,513-				
													\$				
													\$				
													\$				

DATE SUBMITTED 8-22-89

(For Clerk's Use)

Meeting Date 8-31-89  
Agenda No. R-13

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Resolution: Interjurisdictional efforts at

Informal Only\* August 29, 1989  
(Date)

Columbia Villa  
Formal Only August 31, 1989  
(Date)

DEPARTMENT Justice Services DIVISION Administration and Planning

CONTACT Norm Monroe TELEPHONE 248-3949

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Norm Monroe

**BRIEF SUMMARY** Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Resolution supporting collaborative efforts to enhance livability at the Columbia Villa/Tamarack apartments.

89-172

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☒ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ - General Fund

Other \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Duff

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

1989 AUG 22 11:36  
CLERK OF  
JUDICIAL COMMISSION  
MULTI-JUDICIAL COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of                    )  
interjurisdictional efforts        )  
at Columbia Villa.                 )

RESOLUTION   89-172

WHEREAS the Columbia Villa and Tamarack apartments are public housing property owned and managed by the Housing Authority of Portland; and,

WHEREAS approximately 1,600 citizens reside in the Columbia Villa/Tamarack apartments. All of these residents have incomes below the poverty level, 83.3% are single parent female headed households, and half are children under the age of 18; and,

WHEREAS this area has been the scene of gang and drug related crime and other illegal activities; and,

WHEREAS the City, Multnomah County, the Housing Authority, Portland Public Schools and United Way have come together to discuss ways to achieve three livability goals for the Columbia Villa/Tamarack apartments: 1) to improve the quality of life for the area's residents; 2) to reduce crime; and 3) to reduce the fear of crime, and,

WHEREAS the participants are responsible for the delivery of a variety of public and community services to this area, and feel that these services can best meet the needs of the community if they are coordinated with the efforts of other jurisdictions and agencies; and,

WHEREAS these discussions have led to the creation of a Columbia Villa/Tamarack Steering Committee comprised of leaders from the participating agencies; and,

WHEREAS a Columbia Villa/Tamarack Community Service Planning Team made up of staff from the participant agencies has been created to conduct needs assessments, design programs, and evaluate results;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Multnomah County, Oregon wishes to support the collaborative efforts to enhance livability at the Columbia Villa/Tamarack apartments; and,

BE IT FURTHER RESOLVED that the County Chair will participate on the Columbia Villa/Tamarack Steering Committee and appropriate County staff will be asked to participate on the Columbia Villa/Tamarack Community Services Planning Team; and,

BE IT FURTHER RESOLVED that the participants pledge to ~~provide~~ coordinate appropriate programs and services in support of this effort.

ADOPTED this 31st day of August, 1989.



MULTNOMAH COUNTY, OREGON

By Gladys McCoy  
Gladys McCoy  
Multnomah County Chair

By Sandra Kressel  
Laurence Kressel  
County Counsel

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)

Meeting Date 8-31-89  
Agenda No. R-14

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only 8-31-89  
(Date)

DEPARTMENT Sheriff's Office DIVISION \_\_\_\_\_

CONTACT Sgt. Ed Hausafus TELEPHONE 255-3600

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD William Vandever

**BRIEF SUMMARY** Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Application for a PACKAGE STORE (change of ownership) license for the Quick Shop Minit Mart #11, 13076 SE Stark; applicants Bruce H. and Joanne M. Taylor, with recommendation for approval.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA CONSENT AGENDA

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other \_\_\_\_\_

*to be into  
civil process  
9/5/89 gm*

BOARD OF  
COUNTY COMMISSIONERS  
1989 AUG 22 PM 2:53  
MULTI-COUNTY  
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Robert J. Shipper/Wm

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



# ***Multnomah County Sheriff's Office***

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

**ROBERT G. SKIPPER**  
SHERIFF

(503) 255-3600

## MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBERT G. SKIPPER  
Sheriff

DATE: August 18, 1989

SUBJECT: LIQUOR LICENSE RENEWAL

Attached is the Package Store (change of ownership) liquor license renewal for the Quick Shop Minit Mart #11, 13076 SE Stark, Portland, OR 97233. The applicant(s) Bruce H. and Joanne M. Taylor have no criminal record and I recommend that the application be approved.

EH/ksw/23-AINT

Attachment

APPLICATION

STATE OF OREGON  
OREGON LIQUOR CONTROL COMMISSION

Return To:

GENERAL INFORMATION

This application form costs \$5.00. A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

No. 21724

(THIS SPACE IS FOR OLCC OFFICE USE)

Application is being made for:

- ☐ DISPENSER, CLASS A  
☐ DISPENSER, CLASS B  
☐ DISPENSER, CLASS C  
☒ PACKAGE STORE  
☐ RESTAURANT  
☐ RETAIL MALT BEVERAGE  
☐ SEASONAL DISPENSER  
☐ WHOLESALE MALT BEVERAGE & WINE  
☐ WINERY
- ☐ Add Partner  
☐ Additional Privilege  
☐ Change Location  
☒ Change Ownership  
☐ Change of Privilege  
☐ Greater Privilege  
☐ Lesser Privilege  
☐ New Outlet  
☐ Other

OTHER:

(THIS SPACE IS FOR CITY OR COUNTY USE)

NOTICE TO CITIES AND COUNTIES: Do not consider this application unless it has been stamped and signed at the left by an OLCC representative.

THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY

COURT OF Multnomah County  
(Name of City or County)

RECOMMENDS THAT THIS LICENSE BE: GRANTED ☒

DENIED

DATE 8/31/89

BY Gladys McLean  
(Signature)

TITLE County Chair

CAUTION: If your operation of this business depends on your receiving a liquor license, OLCC cautions you not to purchase, remodel, or start construction until your license is granted.

1. Name of Corporation, Partnership, or Individual Applicants:

- 1) Bruce H. Taylor 2) Joanne M. Taylor  
3) 4)  
5) 6)

(EACH PERSON LISTED ABOVE MUST FILE AN INDIVIDUAL HISTORY AND A FINANCIAL STATEMENT)

2. Present Trade Name Quick Shop Mini Mart #11

3. New Trade Name Year filed with Corporation Commissioner

4. Premises address 13076 SE. STARK ST. Portland Mult. OREGON 97233  
(Number, Street, Rural Route) (City) (County) (State) (Zip)

5. Business mailing address SAME  
(P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)

6. Was premises previously licensed by OLCC? Yes ☒ No Year 1989

7. If yes, to whom: Allen L. Johnson Type of license: Package Store

8. Will you have a manager: Yes No ☒ Name  
(Manager must fill out Individual History)

9. Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes No ☒

Is the local governing body where your premises is located? Mult  
(Name of City or County)

Representative making investigation may contact: Bruce H. Taylor or Joanne M. Taylor  
(Name)

2 NE Wand Rd. Troutdale Oregon Home 695-5672 - Bus. 666-8774  
(Address) (Tel. No. — home, business, message)

The Administrator of the Oregon Liquor Control Commission must be notified if you are contacted by anybody offering to influence the Commission on your behalf.

DATE 7-31-89

Ant(s) Signature of corporation, duly authorized officer thereof)

- 1) Bruce H. Taylor  
2) Joanne M. Taylor  
3)  
4)  
5)  
6)

DATE SUBMITTED August 8, 1989

(For Clerk's Use)

Meeting Date 8-31-89  
Agenda No. R-15

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: IGA Amendment

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT DES DIVISION Planning & Development

CONTACT Lorna Stickel TELEPHONE X3182

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Lorna Stickel

**BRIEF SUMMARY** Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

This amendment to the 1986 City/County Urban Services agreement gives the City's code enforcement officer the ability to enforce in cases originating in the County for building code violations.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: LS [Signature]

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



CITY OF

# PORTLAND, OREGON

OFFICE OF CITY AUDITOR

Barbara Clark, City Auditor  
Contracts/Disbursements  
Larry Robb, Supervisor  
1220 S.W. 5th, Rm. 202  
Portland, Oregon 97204  
(503) 248-4022

July 14, 1989

*HM*  
JUL 20 1989

Gladys McCoy  
Multnomah County Chair  
1120 SW Fifth, Room 1400  
Portland OR 97204

Dear Ms. McCoy:

Enclosed are triplicate copies of amendment to the intergovernmental agreement for construction code, mobile home hook-up and subsurface sewage disposal enforcement to be referred to the Code Hearings Officer, as authorized by Ord No. 162123.

Will you please have all three copies of the amendment signed by the proper person and return them to the Auditor, Room 202, City Hall, Portland, 97204.

After all copies have been executed by the City officials, one copy will be returned to you.

Yours truly,

Toni M. Heaverin  
Deputy Auditor

TMH:wp  
Encls.

RECEIVED

JUL 20 1989

COUNTY COUNSEL FOR  
MULTNOMAH COUNTY, ORE.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 5014486-01

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 Ratified <del>xx</del> <u>15</u> August 31, 1989

Contact Person Lorna Stickel Phone 3182 Date August 8, 1989

Department DES Division Planning Bldg/Room 412/1st Floor

Description of Contract This is an amendment to the 1986/City/County Urban Services Agreement. It allows the City's Code Enforcement Officer the ability to enforce building code violations in cases originating in the County.

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

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

Contractor Name City of Portland

Mailing Address 1220 SW 5th Ave. Rm. 202  
Portland, oregon 97204

Phone 248-4022

Employer ID # or SS # \_\_\_\_\_

Effective Date Upon Passage

Termination Date None

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

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

Total Amount of Agreement \$ \_\_\_\_\_

## Payment Term

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

1989 OCT 10 PM 2:46  
 MULTNOMAH COUNTY  
 OREGON  
 CLERK OF COUNTY COMMISSION

## REQUIRED SIGNATURES:

Department Manager [Signature]

Date 8-14-89

Purchasing Director  
(Class II Contracts Only)

Date \_\_\_\_\_

County Counsel [Signature]

Date 2/10/89

County Chair/Sheriff [Signature]

Date 8/31/89

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.												
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.
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.

## EXHIBIT A

### AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THE CITY OF PORTLAND and MULTNOMAH COUNTY agree that the agreement effective July 1, 1986, providing for building permit issuance and related services to be performed by the CITY for the COUNTY may be amended as follows:

#### W I T N E S S E T H:

WHEREAS, the parties having determined that the performance of the services agreement effective July 1, 1986, whereby the CITY performs building permit issuance and related services for the COUNTY, would be enhanced if the City's Code Hearings Officer procedure, provided in Title 22 of the City of Portland Code, were applied to administration of the contract; and

WHEREAS, the parties acknowledge that to apply the City's Code procedures to the agreement requires consent of the COUNTY.

NOW, THEREFORE, in consideration of those mutual promises contained in the agreement and pursuant to provisions of ORS 190.010 to 190.030, the CITY and COUNTY agree as follows:

Section IV: GENERAL TERMS of the original agreement shall be amended to add paragraph M., to provide as follows:

#### M. Administrative Enforcement.

The City may refer enforcement matters under this agreement for administration by its Code Hearings Officer pursuant to Title 22 of the City's Code. County shall cooperate with City in causing any penal or cost recovery assessments levied by City's Code Hearings Officer to be certified for collection in the manner of taxes. To the extent this agreement includes enforcement of state law delegated to the County and transferred to the City, it is agreed that consent of the State will be obtained by City for enforcement in the manner herein provided.

EXHIBIT A

IN WITNESS WHEREOF, the authorized representatives of the City and the County, acting pursuant to the authority granted to them agree to the above, as signatories hereafter.

CITY OF PORTLAND

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
J. E. "Bud" Clark  
Mayor

By \_\_\_\_\_  
Gladys McCoy  
Multnomah County Chair

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

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

By \_\_\_\_\_  
Barbara Clark, Auditor

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

APPROVED AS TO FORM:

REVIEWED:

CITY ATTORNEY'S OFFICE

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By Paul C. Brown deputy city attorney

By Paul G. Mackey  
Paul G. Mackey  
Assistant County Counsel

## ORDINANCE No. 162123

\* Amend intergovernmental agreement with Multnomah County to provide for construction code, mobile home hook-up, and subsurface sewage disposal enforcement referral to Code Hearings Officer. (Ordinance; amend No. 158611)

The City of Portland ordains:

Section 1. The Council finds:

1. That Ordinance No. 158611 recognized the fact that the construction code enforcement and related environmental services are municipal services and that consolidation of those services provided further economy and efficiency in local government.
2. That the Intergovernmental Agreement between the City of Portland and Multnomah County, effective July 1, 1986, included administration of permit issuance and inspection services by the City for the Oregon State Mobile Home installation and hook-up program previously administered by the County and for the installation of subsurface sewage disposal systems throughout the County in conformance with the 1982 Memorandum of Intergovernmental Agreement between the County and the Oregon State Department of Environmental Quality.
3. That the City and County agree that provision of these services would be enhanced if the City's Code Hearings Officer procedures as provided in Title 22 of the Municipal Code were applied to the administration of the intergovernmental agreement.

NOW, THEREFORE, the Council directs:

- a. That Ordinance No. 158611 be amended to authorize and direct the Mayor and Auditor to execute an amendment to the intergovernmental agreement with Multnomah County to provide for all construction code, mobile home hook-up, and subsurface sewage disposal enforcement to be referred to the Code Hearings Officer pursuant to Title 22 of the Municipal Code, said amendment to the agreement to be substantially in conformance with Exhibit A, attached and by reference, made a part of this ordinance.

Section 2. The Council declares that an emergency exists because there is an urgent need to enforce codes that protect public health and safety. Therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

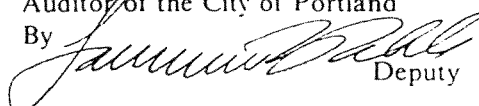
Commissioner Bogle  
Denise Kleim:pd  
June 22, 1989

Passed by the Council, JUL 5 1989

**BARBARA CLARK**

Auditor of the City of Portland

By

  
Deputy

DATE SUBMITTED August 21, 1989

(For Clerk's Use)

Meeting Date 8-31-89

Agenda No. R-16

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: 1989 Community Development  
Block Grant Contracts (CDBG)

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only August 31, 1989  
(Date)

DEPARTMENT Environmental Services DIVISION Community Development

CONTACT Cecile Pitts TELEPHONE x 3044

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Cecile Pitts

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

The 1989 CDBG contracts sponsored by the program's participating consortium cities are submitted for review and approval and summarized as follows (A detailed description of each project is described in the attached memorandum):

(see reverse)

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 min.

IMPACT:

☐ PERSONNEL  
☒ FISCAL/BUDGETARY  
☐ General Fund

☒ Other Community Development Division, Adopted Operational Plan, 1989-90,

SIGNATURES: page C-18

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER (Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

Project No. 89-1 - NE 10th and Linden Waterline Replacement, Gresham

Project No. 89-2 - Reservoir/Waterline Improvements, Fairview


Project No. 89-4 - Hawthorne/Cedar Lane Sanitary Sewer, Wood Village

Project No. 89-5 - NE Kane Road Waterline Installation, Gresham

Project No. 88-5 - 238th Transmission Line (Phase II), Wood Village



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

DATE: August 21, 1989  
TO: Board of County Commissioners  
FROM: Cecile Pitts   
SUBJECT: Intergovernmental Agreements for Block Grant  
Activities Carried out in Consortium Cities

Multnomah County's 1989 Community Development Block Grant year began July 1. In May of this year, your Board reviewed and approved the Final Statement of program objectives and use of funds. The Final Statement included a line item description of each activity to be undertaken using 1989 Block Grant monies. You are now requested to act on the Intergovernmental Agreements needed to carry out those 1989 activities sponsored by Consortium Cities which participate in the County CDBG program.

Attached is a summary of the activities covered by each Agreement. A set of complete Agreements is available from Jane McGarvin, Clerk of the Board. The summary is provided based on your previous request. If you wish your own set of complete IGA's, please contact me and I will be happy to provide them.

Please don't hesitate to contact me if you have questions regarding these projects.

KJW

Attachment

INTERGOVERNMENTAL AGREEMENTS FOR BLOCK ACTIVITIES  
CARRIED OUT IN CONSORTIUM CITIES

<u>Project No.</u>	<u>Sponsor</u>	<u>Title &amp; Description</u>	<u>CBDG Dollars</u>	<u>Match</u>
89-1	Gresham	NE 10th and Linden Waterline Replacement - Replace 2,400 LF of deteriorated waterlines, install services, three hydrants, and crossings.	105,992	27,198
89-2	Fairview	Reservoir/Waterline Improvements Replace a total of 2,560 LF of undersized waterlines with 10 and 12-inch lines.	62,220	12,580
89-4	Wood Village	Hawthorne/Cedar Lane Sanitary Sewer - Replace deficient sanitary sewer line including 1,500 LF of trunk line, 1,000 LF of service line, and eight manholes.	59,465	20,000
89-5	Gresham	NE Kane Road Waterline Installation Replace undersized lines with 2,400 LF of 8 and 12-inch lines and install three hydrants resulting in a looped system.	27,501	67,140
88-5	Wood Village	238th Transmission Line (Phase II) Replace undersized waterline with 541 LF of 12-inch water main between Well #1 and Reservoir #1. (This project will utilize 1988 and 1989 CDBG funds.)	27,940	1,270



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

MULTNOMAH COUNTY OREGON

Contract # 300800  
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 Ratified August 31, 1989 R-16

Contact Person KAREN JONES WHITTLE Phone x5328 Date AUGUST 17, 1989  
 Department ENVIRONMENTAL SERVICES Division COMM. DEVEL. Bldg/Room 412  
 Description of Contract CDBG PROJECT NO. 88-5: 238TH TRANSMISSION LINE (PHASE 2)  
WOOD VILLAGE- COMPLETE PHASE 1 INCLUDING 541 LF OF 12-INCH WATERMAIN  
BETWEEN WELL #1 AND RESERVOIR #1.

RFP/BID # \_\_\_\_\_ BLOCK GRANT APPLICATION PROCESS  
 Date of RFP/BID 3/17/89 Exemption Exp. Date \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name CITY OF WOOD VILLAGE  
 Mailing Address 2055 N.E. 238 DRIVE  
WOOD VILLAGE OR 97060  
 Phone 667-4211  
 Employer ID # or SS # \_\_\_\_\_  
 Effective Date SEPTEMBER 1, 1989  
 Termination Date DECEMBER 31, 1990  
 Original Contract Amount \$ 27,940  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 27,940

## **Payment Term**

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

## **REQUIRED SIGNATURES:**

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

Date 8-18-89  
 Date \_\_\_\_\_  
 Date 8/19/89  
 Date 8/31/89

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	030	5505			6060			WOOD VILLAGE		
02.									238 TRANS	\$27,940.00	
03.											

INSTRUCTIONS ON REVERSE SIDE

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

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 300790

MULTNOMAH COUNTY OREGON

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 Ratified R-16 August 31, 1989

Contact Person KAREN JONES WHITTLE Phone X5328 Date AUGUST 17, 1989Department ENVIRONMENTAL SERVICES Division COMM. DEVEL. Bldg/Room 412Description of Contract CDBG PROJECT NO.89-5: N.E. KANE ROAD WATERLINE INSTALLATION-  
-GRESHAM- REPLACE UNDERSIZED LINES WITH 2,400LF OF 8 AND 12 INCH LINES  
AND INSTALL THREE HYDRANTS RESULTING IN A LOOPED SYSTEM..RFP/BID # \_\_\_\_\_ BLOCK GRANT APPLICATION PROCESS  
Date of RFP/BID 3/17/89 Exemption Exp. Date \_\_\_\_\_ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name CITY OF GRESHAM  
Mailing Address 1333 N.W. EASTMAN PARKWAY  
GRESHAM OR 97030Phone 669-2529

Employer ID # or SS # \_\_\_\_\_

Effective Date SEPTEMBER 1, 1989Termination Date DECEMBER 31, 1990Original Contract Amount \$ -- \$27,501.00

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

Total Amount of Agreement \$ \$27,501.00**Payment Term**☐ Lump Sum \$ \_\_\_\_\_☐ Monthly \$ \_\_\_\_\_☒ Other \$ UPON COMPLETION☐ Requirements contract - Requisition required.

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**Department Manager [Signature]Date 8-18-89Purchasing Director  
(Class II Contracts Only)

Date \_\_\_\_\_

County Counsel [Signature]Date 8/19/89County Chair/Sheriff [Signature]Date 8/31/89

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	030	5417			6060			KANE RD. WATER-			
02.									LINE	\$27,501.00		
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE



MULTNOMAH COUNTY OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 300780

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  Ratified R-16 August <del>16</del> , 1989 31

Contact Person KAREN JONES WHITTLE Phone x5328 Date AUGUST 17, 1989Department ENVIRONMENTAL SERVICES Division COMM. DEVEL. Bldg/Room 412Description of Contract CDBG PROJECT 89-4: HAWTHORNE/CEDAR LANE SANITARY SEWER--  
WOOD VILLAGE--REPLACE DEFICIENT SANITARY SEWER LINE INCLUDING 1,500  
LF OF TRUNK LINE, 1,000 LF OF SERVICE LINE, AND EIGHT MANHOLESRFP/BID # \_\_\_\_\_ Date of RFP/BID 3/17/89 BLOCK GRANT APPLICATION PROCESS  
Exemption Exp. Date \_\_\_\_\_  
ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name CITY OF WOOD VILLAGEMailing Address 2055 N.E. 238TH DRIVEWOOD VILLAGE, OR 97060Phone 667-4211

Employer ID # or SS # \_\_\_\_\_

Effective Date SEPTEMBER 1, 1989Termination Date DECEMBER 31, 1990Original Contract Amount \$ 59,465Amount of Amendment \$ ----Total Amount of Agreement \$ 59,465.**Payment Term**☐ Lump Sum \$ \_\_\_\_\_☐ Monthly \$ \_\_\_\_\_☒ Other \$ UPON COMPLETION☐ Requirements contract - Requisition required.

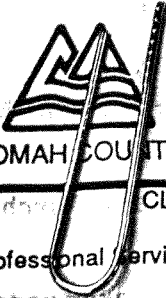
Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**Department Manager [Signature]Date 8-18-89Purchasing Director  
(Class II Contracts Only) [Signature]

Date \_\_\_\_\_

County Counsel [Signature]Date 8/18/89County Chair/Sheriff [Signature]Date 8/31/89

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	DEC IND
01.	156	030	5416			6060			CEDAR LANE		
02.									SANITARY		
03.									SEWER	\$59,465.00	



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 300760

MULTNOMAH COUNTY OREGON

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 Ratified R-16 August 31, 1989

Contact Person KAREN JONES WHITTLE Phone x5328 Date AUGUST 17, 1989

Department ENVIRONMENTAL SERVICES Division COMM DEV. Bldg/Room 412

Description of Contract CDBG PROJECT NO. 89-2: RESERVOIR/WATERLINE IMPROVEMENTS  
(RESERVOIR #1, 6TH ST., DEPOT ST. MAINLINE)-FAIRVIEW- REPLACE A TOTAL OF 2,560 LF  
OF UNDERSIZED WATERLINES WITH 10 AND 12 INCH LINES.

RFP/BID # \_\_\_\_\_ BLOCK GRANT APPLICATION PROCESS  
Date of RFP/BID 3/17/89 Exemption Exp. Date \_\_\_\_\_  
ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name CITY OF FAIRVIEW  
Mailing Address 300 HARRISON STREET  
FAIRVIEW, OR 97024  
Phone 665-7929  
Employer ID # or SS # \_\_\_\_\_  
Effective Date SEPTEMBER 1, 1989  
Termination Date DECEMBER 31, 1990  
Original Contract Amount \$ 62,220.00  
Amount of Amendment \$ ---  
Total Amount of Agreement \$ 62,220.00

## Payment Term

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

## REQUIRED SIGNATURES:

Department Manager [Signature]

Date 8-18-89

Purchasing Director  
(Class II Contracts Only) [Signature]

Date \_\_\_\_\_

County Counsel [Signature]

Date 8/18/89

County Chair/Sheriff [Signature]

Date 8/31/89

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	030	5414			6060			RESV/WATER-		
02.									LINE-IMPROVE.	\$62,220.00	
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE



MULTNOMAH COUNTY OREGON

# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 300750

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (VFP, 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 Ratified R-16 August 31, 1989

Contact Person KAREN JONES WHITTLE Phone x5328 Date AUGUST 17, 1989

Department ENVIRONMENTAL SERVICES Division COMM. DEVELM'T Bldg/Room 412

Description of Contract CDBG PROJECT NO. 89-1: 10TH & LINDEN WATERLINE REPLACEMENT

--GRESHAM -- REPLACE 2,400 LF OF DETERIORATED WATERLINES, INSTALL

SERVICES, THREE HYDRANTS, AND CROSSINGS.

RFP/BID # \_\_\_\_\_ BLOCK GRANT APPLICATION PROCESS  
 Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

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

Contractor Name CITY OF GRESHAM

Mailing Address 1333 NW EASTMAN PARKWAY

GRESHAM, OREGON 97030

Phone 669-2229

Employer ID # or SS # \_\_\_\_\_

Effective Date SEPTEMBER 1, 1989

Termination Date DECEMBER 31, 1990

Original Contract Amount \$ 105,992

Amount of Amendment \$ -----

Total Amount of Agreement \$ 105,992

## Payment Term

☐ Lump Sum \$ \_\_\_\_\_

☐ Other \$ \_\_\_\_\_

☒ Other \$ UPON COMPLETION

☐ Requirements contract - Requisition required.

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

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

## REQUIRED SIGNATURES:

Department Manager [Signature]

Date 8-18-89

Purchasing Director \_\_\_\_\_

Date \_\_\_\_\_

(Class II Contracts Only)

County Counsel [Signature]

Date 8/18/89

County Chair/Sheriff [Signature]

Date 8/31/89

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC DE INL
01.	156	030	5413			6060			10TH & LINDEN	\$105,992.00	
02.									WATERLINE		
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 300760

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 Ratified R-16 August 31, 1989

Contact Person KAREN JONES WHITTLE Phone X5328 Date AUGUST 17, 1989Department ENVIRONMENTAL SERVICES Division COMM DEV. Bldg/Room 412
 Description of Contract CDBG PROJECT NO. 89-2: RESERVOIR/WATERLINE IMPROVEMENTS  
(RESERVOIR #1, 6TH ST., DEPOT ST. MAINLINE)-FAIRVIEW- REPLACE A TOTAL OF 2,560 LF OF  
OF UNDERSIZED WATERLINES WITH 10 AND 12 INCH LINES.

 BLOCK GRANT APPLICATION PROCESS  
 RFP/BID # \_\_\_\_\_ Date of RFP/BID 3/17/89 Exemption Exp. Date \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

 Contractor Name CITY OF FAIRVIEW  
 Mailing Address 300 HARRISON STREET  
FAIRVIEW, OR 97024  
 Phone 665-7929  
 Employer ID # or SS # \_\_\_\_\_  
 Effective Date SEPTEMBER 1, 1989  
 Termination Date DECEMBER 31, 1990  
 Original Contract Amount \$ 62,220.00  
 Amount of Amendment \$ -----  
 Total Amount of Agreement \$ 62,220.00
**Payment Term**

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

**REQUIRED SIGNATURES:**Department Manager [Signature]Date 8-18-89Purchasing Director  
(Class II Contracts Only) [Signature]

Date \_\_\_\_\_

County Counsel [Signature]Date 7/12/89County Chair/Sheriff [Signature]Date 8/31/89

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	030	5414			6060			RESV/WATER-			
02.									LINE IMPROVE.	\$62,220.00		
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.
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.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 300790

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 Ratified R-16 August 31, 1989

Contact Person KAREN JONES WHITTLE Phone X5328 Date AUGUST 17, 1989Department ENVIRONMENTAL SERVICES Division COMM. DEVEL. Bldg/Room 412
 Description of Contract CDBG PROJECT NO.89-5: N.E. KANE ROAD WATERLINE INSTALLATION-  
-GRESHAM- REPLACE UNDERSIZED LINES WITH 2,400LF OF 8 AND 12 INCH LINES  
AND INSTALL THREE HYDRANTS RESULTING IN A LOOPED SYSTEM..

 BLOCK GRANT APPLICATION PROCESS  
 RFP/BID # \_\_\_\_\_ Date of RFP/BID 3/17/89 Exemption Exp. Date \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

 Contractor Name CITY OF GRESHAM  
 Mailing Address 1333 N.W. EASTMAN PARKWAY  
GRESHAM OR 97030
Phone 669-2529

Employer ID # or SS # \_\_\_\_\_

Effective Date SEPTEMBER 1, 1989Termination Date DECEMBER 31, 1990Original Contract Amount \$ ~~27,501.00~~ \$27,501.00

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

Total Amount of Agreement \$ \$27,501.00**Payment Term**

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

**REQUIRED SIGNATURES:**Department Manager [Signature]
 Purchasing Director \_\_\_\_\_  
 (Class II Contracts Only)
County Counsel [Signature]County Chair/Sheriff [Signature]Date 8-18-89

Date \_\_\_\_\_

Date 8/17/89Date 8/3/89

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	030	5417			6060			KANE RD. WATER-		
02.									LINE	\$27,501.00	
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.
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.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 300750

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 Ratified R-16 August 31, 1989

Contact Person KAREN JONES WHITTLE Phone X5328 Date AUGUST 17, 1989

Department ENVIRONMENTAL SERVICES Division COMM. DEVELPM'T Bldg/Room 412

Description of Contract CDBG PROJECT NO. 89-1: 10TH & LINDEN WATERLINE REPLACEMENT  
--GRESHAM -- REPLACE 2,400 LF OF DETERIORATED WATERLINES, INSTALL  
SERVICES, THREE HYDRANTS, AND CROSSINGS.

RFP/BID # \_\_\_\_\_ Date of RFP/BID 3/17/89 Exemption Exp. Date \_\_\_\_\_  
ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name CITY OF GRESHAM  
Mailing Address 1333 NW EASTMAN PARKWAY  
GRESHAM, OREGON 97030  
Phone 669-2529  
Employer ID # or SS # \_\_\_\_\_  
Effective Date SEPTEMBER 1, 1989  
Termination Date DECEMBER 31, 1990  
Original Contract Amount \$ 105,992.  
Amount of Amendment \$ -----  
Total Amount of Agreement \$ 105,992

## Payment Term

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

## REQUIRED SIGNATURES:

Department Manager [Signature]

Date 8-18-89

Purchasing Director  
(Class II Contracts Only) [Signature]

Date \_\_\_\_\_

County Counsel [Signature]

Date 8/18/89

County Chair/Sheriff [Signature]

Date 8/31/89

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	030	5413			6060			10TH & LINDEN	\$105,992.00		
02.									WATERLINE			
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.
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.

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date 8-31-89  
Agenda No. R-17

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Intergovernmental Agreement - Herman Miller Furnishings  
North Clackamas School District #12

Informal Only \* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT General Services

DIVISION Administrative Services

CONTACT Marion Grabarits

TELEPHONE 248-5111

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Franna Ritz

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Intergovernmental Agreement to allow the County's contract for the purchase of Herman Miller furnishings to be used by North Clackamas School District #12 in accordance with Bid No. B43-100-3028.

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

☐ PERSONNEL  
☐ FISCAL/BUDGETARY  
☐ GENERAL FUND  
☐ OTHER \_\_\_\_\_

*returned to  
Admin. Services  
9/5/89  
Jme*

CLERK OF  
COUNTY COMMISSIONER  
1989 AUG 22 PM 3:25  
MULTI-COUNTY  
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: KB Junda D. Hufender

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

OTHER Shirley M. Walker  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

MG:CS:081489

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 400320

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  Ratified R-17 August 31, 1989

Contact Person Marion Grabarits Phone 248-5111 Date 08-14-89  
 Department DGS Division Adnub Svcs/Purch Bldg/Room 421/1st  
 Description of Contract Intergovernmental agreement to allow County's contract for the purchase of Herman Miller furnishings to be used by North Clackamas School District #12 in accordance with Bid B43-100-3028

RFP/BID # \_\_\_\_\_ Date of RFP/BID 8-11-88 Exemption Exp. Date \_\_\_\_\_  
 ORS/AR # AR 10.010A Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name North Clackamas School District #12

Mailing Address 12451 S.E. Fuller Road  
Milwaukie, OR 97222

Phone 503-653-3618-Claire Kuppenbender

Employer ID # or SS # \_\_\_\_\_

Effective Date Upon signatureTermination Date August 30, 1990

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

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

Total Amount of Agreement \$ N/A**Payment Term**

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

**REQUIRED SIGNATURES:**Department Manager [Signature]

Date \_\_\_\_\_

 Purchasing Director  
 (Class II Contracts Only)

Date \_\_\_\_\_

County Counsel [Signature]Date 8/18/89County Chair/Sheriff [Signature]Date 8/31/89

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.											
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

PINK - CLERK OF THE BOARD

GREEN - FINANCE

**INTERGOVERNMENTAL AGREEMENT  
FOR PURCHASE OF FURNISHINGS AND OFFICE SYSTEMS**

THIS AGREEMENT, dated August 14, 1989, is between Multnomah County, a political subdivision of the State of Oregon (hereinafter County) and North Clackamas School District #12, 12451 S.E. Fuller Road, Milwaukie, Oregon, 97222, a political subdivision of the State of Oregon (hereinafter North Clackamas School District).

WHEREAS, the parties hereto are both political entities authorized to enter into intergovernmental agreements pursuant to ORS Chapter 190.

WHEREAS, the County has conducted a request for bids and has selected Environetics, Inc. as the vendor of Herman Miller Action Office Furnishings and Accessories.

WHEREAS, the County's contract with the vendor requires the vendor to make the same discounts on pricing available to other public entities through August, 1990.

WHEREAS, No. Clackamas School Dist. wishes to make Herman Miller Action Office Furnishings and Accessories purchases pursuant to the County contract since such purchases will be in the public interest and will benefit No. Clackamas School Dist. due to the advantageous pricing offered and the thoroughness of the County's request for proposals;

NOW, THEREFORE, the parties hereto agree as follows:

1. County assigns to No. Clackamas School Dist. the right to make purchases under the County's contract with Environetics, Inc. under County contract #300359 dated September 1, 1988.

2. This Agreement will expire on August 30, 1989, and is renewable for two one year periods.

3. The County assumes no liability, financial or otherwise, on behalf of the No. Clackamas School Dist. for the No. Clackamas School Dist.'s use of the County's contract with Environetics, Inc.

IN WITNESS WHEREOF, No. Clackamas School Dist. and the County have caused this contract to be executed by their duly authorized representative(s), all on the day and year first written above.

REVIEWED:

COUNTY OF MULTNOMAH, STATE OF OREGON

\_\_\_\_\_  
Laurence Kressel, County Counsel

By \_\_\_\_\_  
Gladys McCoy, County Chair

NORTH CLACKAMAS SCHOOL DISTRICT #12

By \_\_\_\_\_

\_\_\_\_\_  
Title

**INTERGOVERNMENTAL AGREEMENT  
FOR PURCHASE OF FURNISHINGS AND OFFICE SYSTEMS**

THIS AGREEMENT, dated August 14, 1989, is between Multnomah County, a political subdivision of the State of Oregon (hereinafter County) and North Clackamas School District #12, 12451 S.E. Fuller Road, Milwaukie, Oregon, 97222, a political subdivision of the State of Oregon (hereinafter North Clackamas School District).

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WHEREAS, the County has conducted a request for bids and has selected Environetics, Inc. as the vendor of Herman Miller Action Office Furnishings and Accessories.

WHEREAS, the County's contract with the vendor requires the vendor to make the same discounts on pricing available to other public entities through August, 1990.

WHEREAS, No. Clackamas School Dist. wishes to make Herman Miller Action Office Furnishings and Accessories purchases pursuant to the County contract since such purchases will be in the public interest and will benefit No. Clackamas School Dist. due to the advantageous pricing offered and the thoroughness of the County's request for proposals;

NOW, THEREFORE, the parties hereto agree as follows:

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2. This Agreement will expire on August 30, 1989, and is renewable for two one year periods.
3. The County assumes no liability, financial or otherwise, on behalf of the No. Clackamas School Dist. for the No. Clackamas School Dist.'s use of the County's contract with Environetics, Inc.

IN WITNESS WHEREOF, No. Clackamas School Dist. and the County have caused this contract to be executed by their duly authorized representative(s), all on the day and year first written above.

REVIEWED:

COUNTY OF MULTNOMAH, STATE OF OREGON

\_\_\_\_\_  
Laurence Kressel, County Counsel

By \_\_\_\_\_  
Gladys McCoy, County Chair

NORTH CLACKAMAS SCHOOL DISTRICT #12

By \_\_\_\_\_

\_\_\_\_\_  
Title

# REQUIREMENTS

## CONTRACT

No. 30035-9

THIS AGREEMENT, made and entered into this 1st day of September, 1988, by and between the COUNTY OF MULTNOMAH, State of Oregon, hereinafter referred to as the County, and ENVIRONETICS, INC., 17380 Boones Ferry Road, Lake Oswego, OR, 97034, phone 635-8141, Andy Nacrelli, hereinafter referred to as the Contractor,

THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I. Description of Goods: Contractor shall and will sell and deliver to the County Herman Miller Action Office Furnishings and Accessories on a requirements basis per Bid No. B43-100-3028, in strict accordance with the plans and specifications prepared for the same, which plans and specifications shall be and are a part of this contract as much so as though they had been fully copied hereinto.

ARTICLE II. Payment: The County will pay to the Contractor for said services and material so sold and delivered the amount specified by the Contractor in response to the bid and incorporated herein as Article VIII, being the sum named in the Contractor's bid, subject to additions and deductions as hereinafter provided. Payment will be made not later than the 15th of the month following the current month within which services have been provided by the Contractor.

ARTICLE III. Payment Approval: No payment shall be made except upon the approval of the Purchasing Director in writing after approval of the services and material so sold and delivered. Delivery shall be made at the time and place indicated by said official.

ARTICLE IV. Failure to Deliver: That in case of the Contractor's failure to deliver said services within the time limited herein, the County shall have the right to supply the deficiency by procurement in the open market or otherwise purchasing any of the materials so required at such place as the County may elect, with a view to promptly obtaining said material, and at a fair and reasonable price at the expense of the Contractor, and in case said Contractor fails to perform any of the conditions of said contract, the right is hereby expressly reserved to the County to elect whether the Contractor shall be permitted to continue performance as to the remaining parts or whether the entire unperformed part shall be procured at the expense of the Contractor; provided, that in the event additional time for the performance of the contract is granted to the Contractor, the cost of inspection and other expense and damages to the County incidental thereto, if any, shall be charged to the Contractor.

ARTICLE V. Indemnification: The Contractor agrees to hold and save the County and all its officers and agents harmless from and against all claims of

every nature or kind for or on account of the use of any patented article, combination or process which may affect the material delivered or work done under this contract.

ARTICLE VI. State Law Compliance: The Contractor agrees to make payment promptly as due to all persons supplying such Contractor with labor or materials for the prosecution of the work provided for in this contract, and that said Contractor will not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, and agrees further that no person shall be employed for more than eight hours in any one day, or forty hours in any one week; unless in case of necessity or emergency, or where the public policy absolutely requires it, and in such case to pay wages in accordance with the provisions of ORS 279.334 and ORS 279.338 where applicable.

The Contractor agrees that should the Contractor fail, neglect or refuse to make prompt payment of any claim for labor or services furnished by any person for the prosecution of the work provided in this contract as said claim becomes due, whether said services and labor be performed for said Contractor or a subcontractor, fail, neglect, or refuse to make all contributions or amounts due the State Industrial Accident Fund or to the State Unemployment Compensation Fund, and all sums withheld from employees due the State Department of Revenue, then and in such event the said County and the other proper officers representing said County may pay such claim or funds to the person furnishing such labor or services or to the State Industrial Accident Commission or to the State Unemployment Compensation or to the State Department of Revenue and charge the amount thereof against funds due or to become due said Contractor by reason of his said contract, but payment of any such claims in the manner herein authorized shall not relieve the contractor or his surety from his or its obligation with respect to any unpaid claims.

The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical or hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor of all sums which the said Contractor agrees to pay for such services, and all moneys and sums which the Contractor may or shall have deducted from the wages of his/her employees for such services.

ARTICLE VII. Nonappropriation: The Contractor agrees that if payment for this contract extends into County's next fiscal year, it is made subject to future appropriations by the Board of County Commissioners of Multnomah County, Oregon to fund its provisions; and may be cancelled by County upon thirty days written notice to Contractor of any such failure.

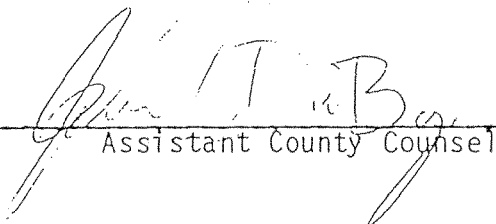
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

COUNTY OF MULTNOMAH, State of Oregon


APPROVED AS TO FORM:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

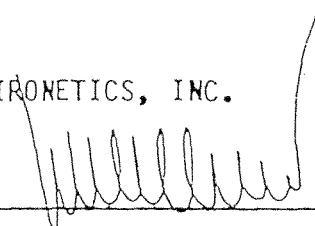
By

  
Assistant County Counsel

By

  
Gladys McCoy, County Chair

ENVIRONETICS, INC.

  
Contractor

WILLIAM D MILLER  
President

Contractor

RB:CLS  
081788

RECEIVED



MULTNOMAH COUNTY, OREGON

JUL 29 1988

ENVIRONETICS, INC.

INVITATION FOR BIDS # B43-100-3028 To be opened 2 P.M., August 11, 1988

SEALED BIDS will be received by the Purchasing Director of Multnomah County in the Ford Building Lobby, 2505 S.E. 11th Avenue, Portland, Oregon, 97202, until 2 P.M. Pacific Time and will be publicly opened and read for furnishing Herman Miller Furnishings and Accessories on a requirements basis for a period of one year with two, one year, optional renewals

in estimated quantities and as per specifications as indicated herein. To insure proper bid identification and handling, USE THE BID ENVELOPE, attached herewith.

Specifications are on file with the Purchasing Department and may be seen there, and copies thereof may be obtained at the office of the Purchasing Director, 2505 S.E. 11th Avenue, Portland, Oregon, 97202. Protests to the specifications will not be considered unless detailed in official correspondence to the Purchasing Director and received five (5) days or more prior to the opening date.

As required by ORS 279.021, Multnomah County shall always--price, fitness and quality being equal--prefer supplies, goods, wares, merchandise, manufacturers or produce that has been grown, manufactured or produced in this State and shall next prefer such as have been partially manufactured, grown or produced in this State.

Also the constitutional debt limitation for counties requires any county contract which extends beyond the current fiscal year to be executed subject to future appropriations to fund its provisions, and contract documents will reflect this condition.

Pursuant to Multnomah County Administrative Rules, the County may, in its discretion, waive the bid security requirements of ORS 279.033 for contracts other than those for public improvements. No proposal will be considered unless accompanied by a check payable to Multnomah County, certified by a responsible bank, or in lieu thereof a surety bond for an amount equal to ten percent of the aggregate proposal, unless otherwise specified in the space provided below. The successful bidder shall furnish a bond satisfactory to the Board in the full amount of the contract.

Surety Bond: W A I V E D

The right is expressly reserved to reject any and all bids.

Dated at Portland, Oregon July 19, 1988.

Board of County Commissioners  
MULTNOMAH COUNTY, OREGON

Publication Dates July 28, 29 & Aug. 1, 1988

By Lillie M. Walker  
Lillie M. Walker, Purchasing Director

To the Board of County Commissioners:

The undersigned proposes to furnish the services herein mentioned at the unit price indicated, all in accordance with the specifications and provisions as herein above set forth, attached hereto and made a part hereof;

In compliance with ORS 279.350 for public works projects and as a part of this bid, the bidder herein agrees to covenant in his contract and it shall be a condition of his bond that in performing his contract he will pay and cause to be paid not less than the prevailing rate of wages as of the date of his bid in such county per hour, per day and per week for and to each and every workman who may be employed in and about the performance of his contract. If the public officers who make the contract determine at any time that the prevailing rate of wages has not been or is not being paid as required by the contract, they may retain from the moneys due to the contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and they may also cancel the contract.

The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is all respects fair and without collusion or fraud.

Delivery to be F.O.B. destination within 8 weeks days after receipt of order. *Note: Reduced response time available on many items*

Accompanying this proposal is a W A I V E D in the ("Certified Check" or "Bidders Bond")

amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which is not less than ten percent of the total amount of this bid.

(Signature of bidder) Environetics, Inc.  
legal name of firm or corporation  
By Andrew F. Farrell (Name)

Dated August 10, 1988

RECEIVED  
JUL 29 1988

ENVIRONETICS, INC.

Sales Executive (Title)  
Address 17380 SW. Boones Ferry Rd.  
Lake Oswego, OR 97035

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued

Page 3

INSTRUCTIONS TO BIDDERS

IMPORTANT NOTICE REGARDING VENDOR SELECTION LIST

If your firm does not wish to bid at this time, but wishes to remain on the vendor selection list for other office furniture, please send a written "NO BID" to the above address or call Roger A. Bruno at 503-248-5111 and submit a verbal "NO BID" no later than August 11, 1988.

All vendors not responding (written or oral) to this invitation to bid may be automatically dropped from the future vendor selection list for this item category, but will remain on all other lists applied for.

EQUIVALENT PRODUCTS

No substitutions will be allowed on the Herman Miller brand, per Multnomah County PCRB exemption exempting this item from substitutions.

METHOD OF AWARD

Award will be made to the bidder submitting the lowest responsive bid. The award will be made on an all-or-none basis, as in the best interest of the County. The right is expressly reserved to reject any or all bids.

CLARIFICATION OF SPECIFICATIONS

Any vendor requiring further clarification of the information contained herein should submit specific questions in writing to:

Multnomah County Purchasing Section  
c/o Roger A. Bruno, Buyer  
2505 S.E. 11th Avenue  
Portland, OR 97202

A written response will be provided to those questions which are deemed appropriate, copies of which will be sent to all vendors in receipt of this IFB. Questions will not be answered verbally except those which would clarify specifications and requirements of this IFB and as further provided herein. However, any actions or changes resulting from these communications will be forwarded to all bidders as an addendum to this IFB.

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued

Page 4

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Oral instructions or information concerning the specifications for the projects or requirements given out by County officers, employees or agents to prospective bidders shall not bind the County. Any addenda shall be issued by the Purchasing Agent not less than five (5) days prior to bid opening.

CANCELLATION

Multnomah County reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued

Page 5

TERMS

TERMS OF PAYMENT

Discounts for early payment will be considered in awarding the bid if at least 20 days are allowed for making payment. Discount time shall commence upon receipt of material/services or properly executed invoice, whichever is the later.

Please indicate terms in space provided above on Page 1. If terms are not indicated on the bid, the invoice will be paid on a net 30 days basis.

GUARANTEE OF PURCHASES

The County makes no guarantee as to the quantity of purchases that will be made from this agreement. The dollar figure being bid is an approximation only, based on prior usage.

F.O.B.

All prices are to be quoted F.O.B. destination to:

Multnomah County  
Any location  
Multnomah County, Oregon

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued

Page 6

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CONTRACT CONDITIONS

TERM OF CONTRACT

The time period for this contract shall be from date of signature, 1988, through August 31, 1989.

TRIAL PERIOD

The first 60 days of the contract shall be a trial period as related to contract service and specification compliance.

A contractor who is not in compliance during this "trial period" may be terminated by the County with 10 calendar days written notice of noncompliance. The contractor shall also have the option to give 10 calendar days notice of termination to the County during this trial period should conditions arise which would preclude the contractor from complying with the contract provisions. Should such a termination occur, the County shall have the option to make a contract award offer to the best qualified contractor who is the next lowest bidder.

RENEWAL

The County shall have the option to renew this contract subject to approval of the contractor, for two additional one year periods upon a 30 day written notice. Any price adjustments must be submitted by the contractor, with its approval of the renewal agreement, before the first contract period expires on August 30, 1989. The County reserves the right to reject any renewal acceptance by the contractor that contains modifications of the contract unacceptable to the County.

Should the County not receive written acceptance of the renewal offer within two (2) weeks of the written notice to renew, it will be assumed that the contractor accepts the renewal agreement and will abide by all the terms, conditions, instructions, prices, percentages, etc., of the existing contract at time of renewal.

The County will be under no obligations to renew the contract. Multnomah County may, at its discretion, rebid the contract after the first contract period.

TERMINATION

This agreement may be terminated at any time, with cause, by the County or by the contractor upon giving not less than thirty (30) days written notice of ter-

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued

Page 7

mination to the other party. The County may also terminate at any location that may be closed down or moved; such partial termination shall not affect the obligation of the contractor to fulfill the contract at other locations. Failure to live up to the specifications will be considered good and sufficient cause.

PRICE STABILITY

Prices shall be firm for the agreement period.

Note: Discounts firm based on current list.

NONPERFORMANCE

In the event of nonperformance under the resulting contract, the County shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the contractor.

For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.

ASSIGNMENT

Neither the contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, contracted, or transferred by the contractor without the express written consent of the Purchasing Director of Multnomah County.

INTERGOVERNMENTAL AGREEMENT

If requested, this offer shall be extended to any interested public agency pending the completion of an Intergovernmental Agreement between Multnomah County and the other public agency.

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued

Page 8

RECEIVED  
JUL 29 1988

BIDDING SHEET

ENVIRONETICS, INC.

Herman Miller Furnishings and Accessories  
on a requirements basis .....Percentage Off List Price \_\_\_\_\_  
Herman Miller Action Office

57.5% off list, Standard delivery  
56.5% off list, Rapid Response  
60% off list, for orders of \$250,000 - 500,000 list.  
Negotiable discount for orders in excess of \$500,000 list.

Multnomah County purchases approximately \$100,000.00 worth of Herman Miller items per year.

All discounts are based on the current list price at time of order.

RB:CLS  
071888

Aug 31, 1989

R-18

DEPARTMENT OF GENERAL SERVICES

Budget Modification DGS #1 - reclassification of six Property Appraiser Supervisors to Program Supervisors in the Assessment and Taxation Division with additional funds coming from salary savings

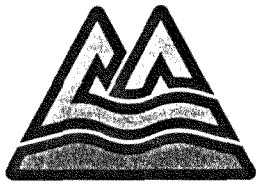
(Continued from August 17 - if you need backup, material can be copied from Agenda Book)

AUG 17 1989

DEPARTMENT OF GENERAL SERVICES

R-1      Budget Modification DGS #1 - Reclassification of six (6) Property Appraiser Supervisors to Program Supervisors in the Assessment & Taxation Division with additional funds coming from salary savings

(CONTINUED FROM AUGUST 10 - R-3)



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 605, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

GLADYS McCOY •	Chair •	248-3308
PAULINE ANDERSON •	District 1 •	248-5220
GRETCHEN KAFOURY •	District 2 •	248-5219
RICK BAUMAN •	District 3 •	248-5217
SHARRON KELLEY •	District 4 •	248-5213
JANE McGARVIN •	Clerk •	248-3277

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

August 14 to August 18, 1989

Tuesday, August 15, 1989 - 9:30 AM - Planning Items . . . Page 2  
NO INFORMAL MEETING AT 1:30 PM

Thursday, August 17, 1989 - 9:30 AM - Formal . . . . . Page 3

Tuesday, August 15, 1989 - 9:30 AM

Multnomah County Courthouse, Room 602

In the matter of the decisions of the Planning Commission of July 19, 1989, reported to the Board for acceptance and implementation by Board Order:

- PR 5-89 Approve, subject to conditions, a Comprehensive Plan amendment for portions of Tax Lots '7', '13' and '34', Section 22, 1S-3E, to grant land use exceptions to Statewide Planning Goals 3 (Agriculture) and 14 (Urbanization) for three road segments proposed outside the Urban Growth Boundary;
- CS 5-89 Approve, subject to conditions, a change in zone designation from EFU to EFU, C-S, community service, for approximately 155 acres to allow its inclusion in a proposed 18-hole public golf course, portions of which would lie within the Gresham City Limits, all for property located at 8005 SE 242nd Avenue (Hogan Road)

PUBLIC HEARING - In the matter of reviewing the Decision of the Planning Commission of June 10, 1989, Case LD 4-89, approving, subject to conditions, requested two-lot land divisions, to create lots of 283,270 and 115,500 square feet each, in an MR-4 zoning district, for property located at 20255 NE Halsey Street - HEARING ON THE RECORD, ORAL ARGUMENTATION NOT TO EXCEED 10 MINUTES PER SIDE  
- Appeal filed by adjacent property owner

Thursday, August 17, 1989, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

REGULAR AGENDA

DEPARTMENT OF GENERAL SERVICES

- Handwritten: Held order 2/2/89 8:30-89*
- R-1 Budget Modification DGS #1 reclassification of six (6) Property Appraiser Supervisors to Program Supervisors in the Assessment & Taxation Division with additional funds coming from salary savings (Continued from August 10)

ORDINANCES - DEPARTMENT OF GENERAL SERVICES

- R-2 Second Reading - An Ordinance relating to the Car Rental Tax; amending MCC 5.40.125 (to clarify exemption for vehicles rented by residents living in exemption area)

DEPARTMENT OF JUSTICE SERVICES

- R-3 Liquor License application submitted by Sheriff's Office with recommendation that same be approved for Supermarket Express, 16100 SE Stark (Package Store, Change of Ownership)

INFORMAL BRIEFINGS

1. Informal Review of Formal Bid:
  - a. Study of Minority/Women Business Utilization in Public and Private Contracts
2. Library Briefing - Mike Dolan

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

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 Rogers Multnomah East subscribers

Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

DATE SUBMITTED 8/22/89

(For Clerk's Use)  
Meeting Date 8/31/89  
Agenda No. R-19

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Proclamation

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only 8/31/89  
(Date)

DEPARTMENT Non-departmental DIVISION County Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Gladys McCoy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

In the matter of proclaiming Saturday, September 2, 1989  
MADD/Volkswagen DRIVE FOR LIFE Day in Multnomah County.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

☐ PERSONNEL  
☐ FISCAL/BUDGETARY  
☐ General Fund  
☐ Other \_\_\_\_\_

CLERK OF  
COUNTY COMMISSIONERS  
1989 AUG 23 PM 2:33  
MULTNOMAH COUNTY  
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Gladys McCoy

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Dwyer

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming     )  
Saturday, September 2, 1989     )  
MADD/Volkswagen DRIVE FOR LIFE   )  
Day in Multnomah County           )

PROCLAMATION #89-173

WHEREAS, 66 people are killed each day on our nation's highways in crashes involving drunk drivers;

WHEREAS, In 1988 alone, 23,000 Americans were killed and nearly 560,000 injured in automobile crashes involving drunk drivers;

WHEREAS, Mothers Against Drunk Driving (MADD) and Volkswagen United States, Inc. have designated Saturday, September 2nd as a special period of observance designed to raise public awareness of the serious national problem posed by drunk driving;

WHEREAS, Beginning on this special day, all Americans will be asked to not drink and drive and to actively join the fight against drunk driving;

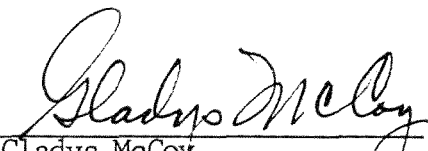
WHEREAS, The real success of the DRIVE FOR LIFE campaign depends on the efforts and pledges of millions of individual Americans;

NOW, THEREFORE, Be It Resolved that the Board of County Commissioners do hereby proclaim Saturday, September 2, 1989 to be MADD/Volkswagen DRIVE FOR LIFE Day and urge all citizens of our community not to drink and drive as they join this national campaign to prevent drunk driving fatalities.

Dated this 31st day of August, 1989.

MULTNOMAH COUNTY, OREGON

SEAL

  
Gladys McCoy  
Multnomah County Chair

DATE SUBMITTED 8/21/89

(For Clerk's Use)

Meeting Date 8/24/89

Agenda No. R-16

REQUEST FOR PLACEMENT ON THE AGENDA 8/31/89 R-20

Subject: Intergovernmental Agrmt.

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only August 24, 1989  
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Susie Lahsene

TELEPHONE 248-3636

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Paul Yarborough/Larry Nicholas

BRIEF SUMMARY

This is an intergovernmental agreement for Multnomah County with the City of Gresham, Oregon Department of Transportation and U.S. Bancorp to commit \$150,000 of road funds for intersection improvements at 181st and Sandy Blvd. This is part of the \$1,400,000 worth of public facility improvements for the major economic development project in east county; the U.S. Bancorp processing center.

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 7 minutes

IMPACT:

☐ PERSONNEL

☒ FISCAL/BUDGETARY

☐ General Fund

Other Road

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Paul Yarborough

BUDGET/PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Jay Kurl

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

SEE BACK.

3706V/6242V

1989 AUG 21 PM 2  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

Reason for unanimous consent:

This is a major economic development project in East County. A commitment of resources from four parties is critical to finance the public facility improvements. We are the last of the participants to approve the agreement. We received the agreement Friday (8/19/89) and want to be as responsive as possible to ensure this project maintains schedule.

Reason for unanimous consent: \_\_\_\_\_

This is a major economic development project in East County. A commitment of resources from four parties is critical to finance the public facility improvements. We are the last of the participants to approve the agreement. We received the agreement Friday (8/19/89) and want to be as responsive as possible to ensure this project maintains schedule.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 300820

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

Contact Person Bob Pearson/Susie Lahsene Phone 3636 Date 8/21/89Department Environmental Services Division Transportation Bldg/Room #425

Description of Contract This is an intergovernmental agreement for Multnomah County with  
ODOT, City of Gresham and US Bancorp to commit \$150,000 of road funds  
for intersection improvements to support the US Bancorp processing  
facility at 181st and Sandy Blvd.

RFP/BID # \_\_\_\_\_ Date of RFP/BID 8/24/89 Exemption Exp. Date When completeORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name ODOT, City of Gresham, US BancorpMailing Address N/APhone N/AEmployer ID # or SS # N/AEffective Date 8/24/89Termination Date Upon completion

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

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

Total Amount of Agreement \$ 150,000

## Payment Term

☒ Lump Sum \$ 150,000☐ Monthly \$ \_\_\_\_\_☐ Other \$ \_\_\_\_\_☐ Requirements contract - Requisition required.

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

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

## REQUIRED SIGNATURES:

Department Manager [Signature] Date 8-21-89Purchasing Director  
(Class II Contracts Only) [Signature] Date \_\_\_\_\_County Counsel [Signature] Date 8-21-89County Chair/Sheriff [Signature] Date 8-21-89

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.	150	030	6133			8300						
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

## MEMORANDUM OF UNDERSTANDING

- I. The State of Oregon, acting by and through its Department of Transportation, Multnomah County, and the City of Gresham, are willing to make certain representations and commitments to U.S. Bancorp so it will install a multi-state operations facility in Gresham, Oregon. The projected direct employment at the facility is 1500 employees in 1996.
- II. U.S. Bancorp is willing to make its site selection for the operations center and to make a public announcement that it intends to locate the facility in Gresham, Oregon, in reliance on representations and commitments made in this document.
- III. The principal items of understanding among the parties with respect to the U.S. Bancorp's selection of Gresham for the operations center are as follows:

### A. Ground Transportation Improvements:

1. Interagency Coordination - The Oregon Department of Transportation will work with Multnomah County, the City of Gresham, and the Portland Development Commission to coordinate all transportation improvements near the subject parcel including the I-84 interchange, 181st Avenue, Sandy Boulevard and Airport Way.
2. Traffic Study - The U.S. Bancorp will provide a traffic impact analysis to determine the ultimate street improvements required for the site.
3. I-84 Interchange @ 181st Avenue - The I-84 Freeway interchange will be upgraded. Improvements will include new exit and entrance ramps and expansion of the underpass to accommodate five lanes of traffic. Construction will begin in the summer of 1989. This project is designed, funded and will be constructed to bring five lanes to the project site to connect with 181st Avenue improvements discussed below.
4. 181st Avenue - The Oregon Department of Transportation will coordinate with Multnomah County to widen 181st Avenue, including storm drainage, curbs, sidewalks and street lights. The Oregon Department of Transportation will widen 181st Avenue through the limits of the I-84 construction project and Multnomah County will widen the remainder of 181st Avenue to Sandy Boulevard. The Oregon Department of Transportation and County will share in the cost of installing a traffic control signal on 181st Avenue to serve the site. The Oregon Department of Transportation and County will initiate the 181st Avenue improvements following the completion of the traffic analysis and acquisition of the subject site by U.S. Bancorp. It is intended to have these improvements completed by the opening of the U.S. Bancorp facility in 1991.

5. Sandy Boulevard - U.S. Bancorp will dedicate the right-of-way necessary for the half-street improvements on Sandy Boulevard adjacent to their property. In return, the State will gain access to the additional right-of-way and widen Sandy Boulevard to five lanes from the westerly edge of the subject property to 181st Avenue. Improvements will include storm drainage, curbs, sidewalks and street lights. The Oregon Department of Transportation will work with the Portland Development Commission to assure the modification of the signal at Sandy Boulevard and 181st Avenue as part of the Airport Way project. It is the intent of the State to complete the Sandy Boulevard improvements by U.S. Bancorp's opening in 1991. The Oregon Department of Transportation will coordinate with the Portland Development Commission and other interested parties on the schedule to complete the Airport Way intersection improvements to 181st Avenue. Currently, the Portland Development Commission is scheduled to complete Airport Way with five lanes to the intersection of 181st Avenue and Sandy Boulevard by 1992.
6. Total Oregon Department of Transportation Commitment - The Oregon Department of Transportation has committed \$23 million for the I-84 interchange improvement. The aforementioned improvements on 181st Avenue and on Sandy Boulevard committed by the Oregon Department of Transportation are estimated at \$480,000 from the immediate Opportunity Fund, including preliminary engineering, right-of-way, and construction. The Oregon Department of Transportation commitments are not to exceed \$500,000 with 50 percent participation of the cost of improvements by other agencies. Local public participation can include construction and right-of-way.
7. Multnomah County Commitment - The commitment of Multnomah County is estimated at \$150,000 maximum.

**B. Public Infrastructure Improvements**

The City of Gresham will administer the design and construction of both the water and sewer projects. A map of the proposed infrastructure improvements has been attached as exhibit A.

1. The size of the water line for the development is based on domestic and fire flow requirements and will be determined once the development requirements are confirmed. Currently the estimated cost to extend the water line west of the subject property is \$285,000 of which \$100,000 is directly attributable to the proposed developments needs. The City of Gresham will pay the additional \$185,000 required to over size the line to accommodate future development.

2. The estimated cost to provide sewer to the subject parcel is \$513,000. The City of Gresham will pay future developments share estimated at \$228,000. U.S. Bancorp will be responsible for \$285,000 which includes the it's fair share of the gravity sewer that will serve the area and the entire cost of the pump station and force main that will serve only this development. The water and sewer improvements will be coordinated and completed to coincide with the completion of the U.S. Bancorp project.

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### INFRASTRUCTURE INVESTMENT

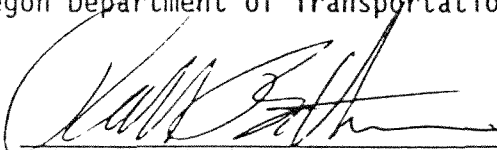
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Oregon Dept. of Transport- tation	181st improvements Sandy Boulevard improvements, turn signals, intersection signals	\$480,000
Multnomah County	181st and signal intersection improvements	\$150,000
Gresham	Water line capacity increase	\$185,000
	Sewer line capacity increase	\$228,000
U.S. Bancorp	Water line to serve development	\$100,000
	Sewer line, pump station, force main to serve development.	\$285,000
TOTAL		\$1,428,000

The Oregon Transportation Commission has authorized the Director of the Oregon Department of Transportation to sign this Memorandum of Understanding for and on behalf of the Commission. Said authority is set forth in the minutes of the Oregon Transportation Commission of 7-25-89, 1989.

STATE OF OREGON, acting by and through its  
Oregon Department of Transportation

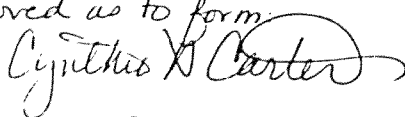
By:

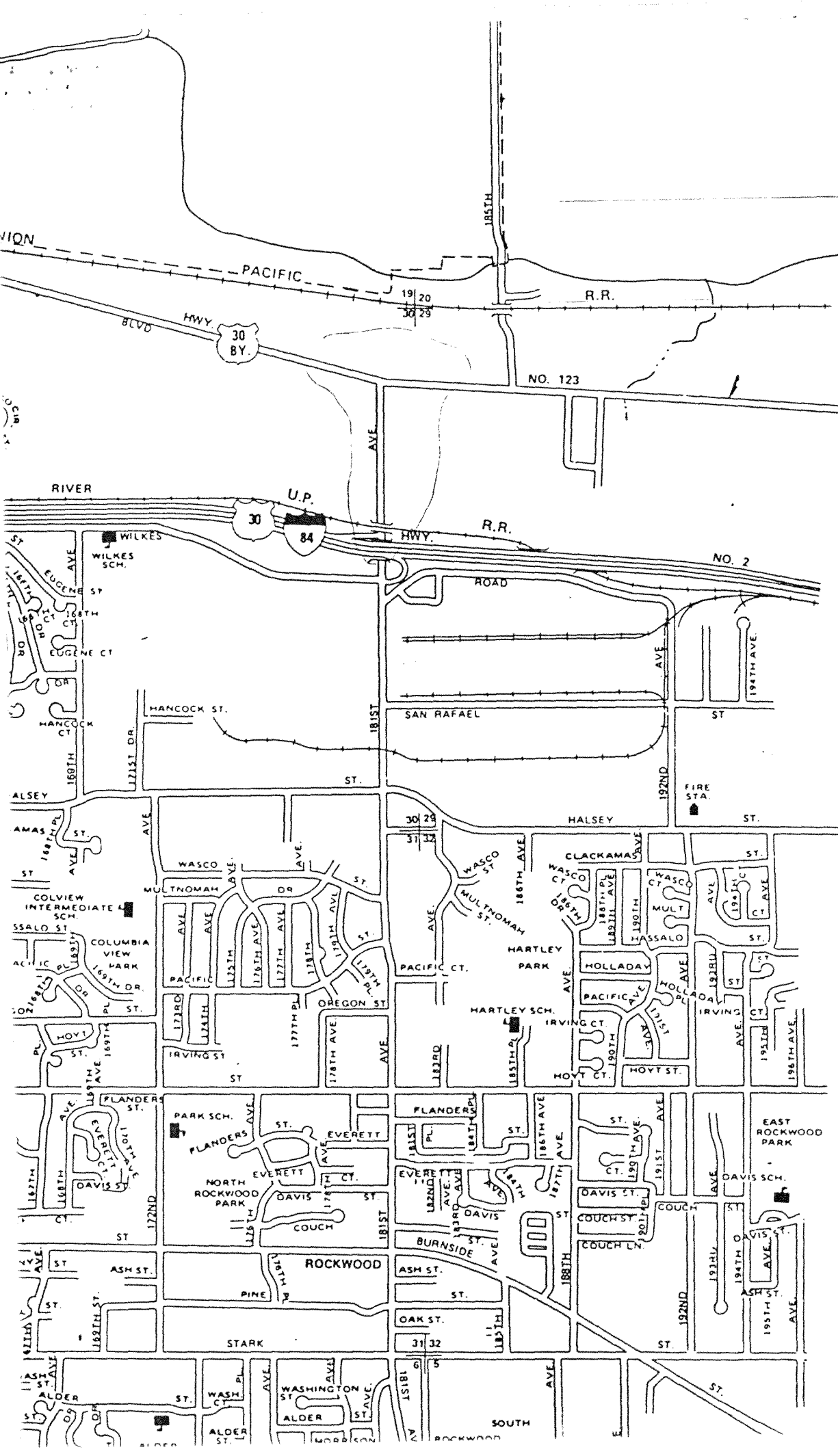
  
Robert N. Bothman, Director

MULTNOMAH COUNTY

  
CITY OF GRESHAM

U.S. BANCORP

Approved as to form:  
  
7-21-89



DATE SUBMITTED 8/28/89

(For Clerk's Use)

Meeting Date 8-31-89

Agenda No. R-21

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Union Label Week Proclamation

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only September 7, 1989  
(Date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Judy Boyer TELEPHONE 248-3308

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD \_\_\_\_\_

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

In the matter of Proclaiming September 4-9, 1989 as Union Label Week in Multnomah County

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

☐ PERSONNEL  
☐ FISCAL/BUDGETARY  
☐ General Fund

☐ Other \_\_\_\_\_

*89-174 chair office  
pickup by 8/1/89*

BOARD OF  
COUNTY COMMISSIONERS  
1989 AUG 29 PM 2:46  
MULTNOMAH COUNTY  
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Gladys McCall

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) John D. Bay

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

SUBJECT: Unanimous Consent Item. Proclamation in the matter of proclaiming the week of September 4 to 9, 1989 as Union Lable Week.in Multnomah County. R-21

PRESS LIST

DATE: 8-30-89

THE FOLLOWING WERE CALLED THIS DATE REGARDING:

- a) Meeting: 8-31-89
- b) Executive Meeting:
- c) Other: Unanimous Consent

Signed: Dicia McGavin

KOIN	Channel 6✓	464-0797 or 464-0614 Assignment Desk —
KGW	Channel 8✓	226-5111 Assignment Desk —
KATU	Channel 2✓	231-4260 Assignment Desk
KPTV	Channel 12✓	222-9921 News Desk
KPDX	Channel 49✓	239-4949 Lee Haglund
KEX	1190 AM✓	222-1929 Newsroom/Message
KSGO	1520 AM✓ call back (8-31)	223-1441 News Desk (After 9, Before 11:30)
KXL	750 AM✓	231-1071/0750 Newsroom/Message
KGW	62 AM✓	226-5095 News Desk
K-103 FM✓		643-5103 Newsroom
KXYQ - 105 FM✓		226-6731
Oregonian✓		294-4065 Liz Moore OR - cb, 294-4065 Michele McClellan
Gresham Outlook✓		665-2181 Robin Franzen - cb
Skanner✓		287-3562 Patrick Mazza
Cable✓		667-7636 Mike Heinrich or Gary Ellis

SUPPLEMENTAL AGENDA

THURSDAY, AUGUST 31, 1989

REQUEST UNANIMOUS CONSENT TO CONSIDER THE FOLLOWING MATTER: \_\_\_\_\_

NONDEPARTMENTAL

R-21 Proclamation in the matter of proclaiming the week of \_\_\_\_\_  
September 4th to 9th, 1989 as Union Label Week in Multnomah  
County

0500C.57  
CAP

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming     )  
September 4-9, 1989 as UNION     )  
LABEL WEEK in Multnomah County   )  
PROCLAMATION

WHEREAS, Organized labor has always led the fight to improve the lot of all American workers; and

WHEREAS, hundreds of thousands of American jobs have been lost to foreign imports in the name of "free trade"; and

WHEREAS, it is more important than ever to buy the products and services produced in America by American men and women; and

WHEREAS, products and services identified by a Union Label, Shop Card, Store Card or Service Button are guaranteed to be made in America;

NOW, THEREFORE, BE IT RESOLVED that the Multnomah County Board of Commissioners do hereby proclaim September 4-9, 1989 as "UNION LABEL WEEK" in Multnomah County.

BE IT FURTHER RESOLVED, that all citizens of Multnomah County are urged to join in honoring those distinguished emblems of America's working men and women.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

MULTNOMAH COUNTY, OREGON

(SEAL)

\_\_\_\_\_  
Gladys McCoy  
Multnomah County Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming     )  
September 4-9, 1989 as UNION     )  
LABEL WEEK in Multnomah County )     PROCLAMATION  
#89-174

WHEREAS, Organized labor has always led the fight to improve the lot of all American workers; and

WHEREAS, hundreds of thousands of American jobs have been lost to foreign imports in the name of "free trade"; and

WHEREAS, it is more important than ever to buy the products and services produced in America by American men and women; and

WHEREAS, products and services identified by a Union Label, Shop Card, Store Card or Service Button are guaranteed to be made in America;

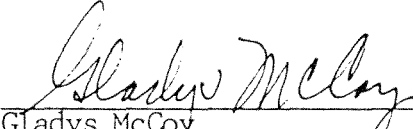
NOW, THEREFORE, BE IT RESOLVED that the Multnomah County Board of Commissioners do hereby proclaim September 4-9, 1989 as " UNION LABEL WEEK" in Multnomah County.

BE IT FURTHER RESOLVED, that all citizens of Multnomah County are urged to join in honoring those distinguished emblems of America's working men and women.

DATED this 31st day of August, 1989.

MULTNOMAH COUNTY, OREGON

(SEAL)

  
\_\_\_\_\_  
Gladys McCoy  
Multnomah County Chair