

CITY CONTRACT NO.: 30002201 COUNTY CONTRACT NO.: 1011165

**IGA BETWEEN
CITY OF PORTLAND, PORTLAND HOUSING BUREAU
AND
MULTNOMAH COUNTY, ENVIRONMENTAL HEALTH SERVICES DEPARTMENT**

This contract for services (Contract) is between the City of Portland, Oregon, acting through its Portland Housing Bureau (PHB) (City) and Multnomah County, acting through its Environmental Health Services Division of the Health Department (Subrecipient).

This Contract consists of the following sections:

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PHB	Subrecipient
Contract Manager: Andrea Matthiessen	Contract Manager: Kim Tierney
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Portland, OR 97204	Portland, OR 97202
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Andrea.matthiessen@portlandoregon.gov	Kim.h.tierney@co.multnomah.or.us
	EEO: Exempt
	Business License No.: Exempt

PART A: CONTRACT

1. **DESCRIPTION OF SERVICES:** Subrecipient will provide the services included in Table A: Contracted Service Programs, and the related Exhibits.
 2. **COMPENSATION:** City shall pay Subrecipient quarterly for provision of services, upon receipt of invoice documenting expenditures and a service report for each program included in this Contract, as described in the Exhibits. Total compensation under this Contract shall not exceed SIXTY-FIVE THOUSAND DOLLARS (\$65,000)
- A. **REPORTING:** The reporting requirements are contained in Part C and D, Section IV. All final reports and invoices are due on **July 9, 2012**.

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- B. **CITY CONTRACT MANAGER:** The City Contract Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Contract as provided herein, and to carry out all other City actions referred to herein.
- C. **TERM.** The terms of this Contract shall be effective as of July 1, 2011 and shall remain in effect during any period the Subrecipient has control over City and Federal Funds, including program income. The Contract shall terminate as of June 30, 2012. The obligations and duties of this Contract shall be binding on the Subrecipient during any period the Subrecipient has control of funds or program income under this Contract, or during any period of affordability relative to any project funded under this Contract.

MULTNOMAH COUNTY

 Lillian Shirley, Director Date
 Multnomah County Health Department

 Lila Wickham, Manager Date
 Multnomah County Environmental Health

REVIEWED:

 Bernadette Nunley Date
 Assistant County Attorney

CITY OF PORTLAND

Jacob H 10.5.11

 Jacob Fox, Interim Director Date

APPROVED AS TO FORM:

 Linda Meng, City Attorney Date

 LaVonne Griffin-Valade Date
 Auditor of the City of Portland

TABLE A: CONTRACTED SERVICE PROGRAMS

Program Title	Budgeted Amount	Fund Source	Part
Multnomah County CAIR Program	\$35,000	CDBG	C
Portland Healthy Homes Program	\$30,000	HUD Healthy Homes Grant funds	D
TOTAL	\$65,000		

PART B: GENERAL TERMS AND CONDITIONS

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the Subrecipient of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Subrecipient under this Contract shall, at the option of the City, become the property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Subrecipient, and the City may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and Subrecipient may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Contract less payments of compensation previously made.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the Subrecipient, then the City may complete the work either itself or by agreement with another subrecipient, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Subrecipient hereunder plus the remaining unpaid balance of the compensation provided herein, then the Subrecipient shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City under sections A and C hereof for a breach by the Subrecipient shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this contract by the City, then the Subrecipient's remedy shall be limited to termination of the contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, the City shall provide the Subrecipient an opportunity for an administrative appeal to the Bureau Director.

- D. **CHANGES.** The City or Subrecipient may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, shall be incorporated in written amendments to this contract. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation, unless the total contract after amendment is less than \$100,000, must be approved by ordinance of the City Council. Compensation changes in which the total contract is less than \$100,000 may be approved by the Bureau Director.

- E. **NON-DISCRIMINATION.** During the performance of this Contract, the Subrecipient agrees as follows:
- (a) The Subrecipient will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
 - (b) The Subrecipient will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 - (c) The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 - (d) The Subrecipient will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.
 - (e) Subrecipient will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, the Subrecipient will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

- F. SECTION 3: The Subrecipient will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. ACCESS TO RECORDS. The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Subrecipient which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the Subrecipient for four years after the City makes final payments and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. The Subrecipient shall maintain fiscal records on a current basis to support its billings to the City. The Subrecipient shall retain fiscal as well as all records relating to program management and operation, program beneficiaries, demographics and eligibility for inspection, audit, and copying for four years from the date of completion or termination of this contract. 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 Subrecipient regarding its billings or its work here under.
- I. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the Subrecipient at any time during the four-year period established by Section H above.

If an audit discloses that payments to the Subrecipient were in excess of the amount to which the Subrecipient was entitled, then the Subrecipient shall repay the amount of the excess to City.

- J. INDEMNIFICATION. Subject to the conditions and limitations of Article XI, Section 10 of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, the Subrecipient 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 Subrecipient's work or any of Subrecipient's subcontractors' work under this contract.
- K. LIABILITY INSURANCE.
(a) In lieu of Liability Insurance coverage, Subrecipient (Multnomah County) can provide proof of its Self-Insured Liability Program. The Subrecipient shall maintain General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract. If Subrecipient will be driving or using a vehicle on behalf of the City,

then Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

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. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, the Subrecipient shall provide a new policy with the same terms. The Subrecipient agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Subrecipient.

(b) The Subrecipient 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 Contract by the City.

In lieu of filing the certificate of insurance required herein, the Subrecipient shall furnish a declaration that the Subrecipient is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

L. WORKERS' COMPENSATION INSURANCE.

(a) In lieu of Workers' Compensation Insurance coverage, Subrecipient (Multnomah County) can provide proof of its Self-Insured Workers' Compensation Program. The Subrecipient, its subcontracts, if any, and all employers working under this Contract are subject employers under the Oregon Worker's compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. The Subrecipient further agrees to maintain worker's compensation insurance coverage for the duration of this Contract.

(b) In the event the Subrecipient's worker's compensation insurance coverage is due to expire during the term of this Contract, the Subrecipient 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 Subrecipient agrees to provide the City of Portland such further certification of worker's compensation insurance as renewals of said insurance occur.

(c) If the Subrecipient believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, the Subrecipient agrees to accurately complete the City of Portland's Questionnaire for Worker's Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Contract. In this case, the Questionnaire shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. Any misrepresentation of information on the Questionnaire by the Subrecipient shall constitute a breach of this Contract. In the event of breach pursuant to this subsection, City may terminate the Contract immediately and the notice requirement contained in Section A, TERMINATION FOR CAUSE, hereof shall not apply.

- M. SUBCONTRACTING AND ASSIGNMENT. The Subrecipient shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. The Subrecipient shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Subrecipient as specified in this contract. Notwithstanding City approval of a subcontractor, the Subrecipient shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Subrecipient hereunder. The Subrecipient agrees that if subcontractors are employed in the performance of this contract, the Subrecipient and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Subrecipient shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

If Subrecipient provides CDBG or HOME funds to for-profit owners or developers, non-profit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance or contractors, the Subrecipient must have a written agreement that meets the requirements of 24 CFR 570.503(b) or 92.504(c), respectively.

- N. INDEPENDENT CONTRACTOR STATUS. The Subrecipient is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Subrecipient and its subcontractors and 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.

- O. CONFLICTS OF INTEREST. Per 24 CFR 92.356 and/or 24 CFR 570.611, no City officer or employee, during his or her tenure or for one year thereafter, shall

have any interest, direct or indirect, in this contract or the proceeds thereof. No board of directors member or employee of the Subrecipient, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No City officer or employee who participated in the award of this contract shall be employed by the Subrecipient during the period of this contract.

The Subrecipient shall also comply with the provisions of 24 CFR 84.42 and/or 85.36(b)(3), which require that a written Code of Standards of Conduct be maintained by the agency, as it relates to the performance of employees engaged in the award and administration of contracts.

P. CONTRACT ADMINISTRATION, 24 CFR 570.502(b). The Subrecipient shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110 as described by 24 CFR 570.502(b) and 570.610. If Subrecipient is a public agency, it must comply with the provisions of OMB Circulars A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).

Q. OREGON LAWS AND FORUM. This contract shall be construed according to the laws of the State of Oregon.

Any litigation between the City and the Subrecipient arising under this contract or out of work performed under this contract 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 State of Oregon.

R. AVAILABILITY OF FUNDS. It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.

S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the Subrecipient shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the Subrecipient provided that it shall be used only for those activities identified in the Scope of Services, and shall be subject to all provisions of this contract.

T. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the Subrecipient shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the Subrecipient shall carry out its activities in compliance with 24 CFR

570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612. For McKinney-Vento Supportive Housing Program funded projects, Subrecipient shall carry out its activities in compliance with 24 CFR 583. For McKinney-Vento Emergency Shelter Grant funded projects, Subrecipient shall carry out its activities in compliance with 24 CFR 576.

In the event that the Subrecipient provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the Subrecipient agrees it has certified with the City's Equal Employment Opportunity certification process.

- U. PROGRAM AND FISCAL MONITORING. The City through the Portland Housing Bureau shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the contract. The frequency and level of monitoring will be determined by the City Project Manager.
- V. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, the Subrecipient shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(7).

For Emergency Shelter Grant funded projects, the Subrecipient shall transfer to the City any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five-year period after expiration of this Contract.

The Subrecipient shall require that the language of this certification be included in the award documents at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contract) and that all subcontractors shall certify and disclose accordingly.

- W. RELOCATION, ACQUISITION AND DISPLACEMENT. The Subrecipient agrees to comply with 24 CFR 570.606, 574.630 or 576.80 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable City of Portland ordinances, resolutions and policies concerning displacement of individuals from their residences.

- X. PROGRAM ACCESS BY THE DISABLED. The Subrecipient shall, to the maximum feasible extent, follow the Portland Housing Bureau's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Y. SEVERABILITY. If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.
- Z. INTEGRATION. This Contract contains the entire agreement between the City and the Subrecipient and supercedes all prior written or oral discussions or agreements.
- AA. LABOR STANDARDS. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$100,000.

- BB. FLOOD DISASTER PROTECTION. The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.
- CC. LEAD-BASED PAINT. The Subrecipient agrees that any construction or rehabilitation of residential structure with assistance provided under this contract

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shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, 574.635 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

- DD. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible. No Emergency Shelter Grant (ESG) fund dollars may be used to cover expenses associated with general agency fund raising activities not directly related to ESG-funded projects.
- EE. PUBLICITY. Publicity regarding the project shall note participation of the City through the Portland Housing Bureau.
- FF. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

- GG. CHURCH/STATE. The Subrecipient agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

- HH. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any subrecipient expending \$500,000 or more in federal funds, from all sources, in any program year is required to obtain an independent audit of the federally funded program(s), in compliance with federal OMB Circular A-133. Two copies of the audit will be submitted to the designated City Project Manager within 30 days of its completion.
- II. DRUG-FREE WORKPLACE. The Subrecipient will maintain a drug-free workplace in conformance with 24 CFR part 24, subpart F.
- JJ. ENVIRONMENTAL REVIEW. Subrecipient must comply with the requirements of the National Environmental Policy Act of 1959 [24 CFR Part 58]. No funds may be committed and no work may be carried out on any project until the environmental review is complete and a Release of Funds is issued by HUD, if applicable.
- KK. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS. Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status [24 CFR Part 24]. Contractors and subrecipients are responsible for checking the Federal publications that list debarred, suspended and ineligible contractors to assure compliance.
- LL. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS. Contractors and County must comply with the requirements of Executive Orders 11625, 12432 and 12138 and 24 CFR 85.36(e), which require that contractors and subrecipients take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps would include: (i) placing qualified small and women's business enterprises on solicitation lists; (ii) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and (vi) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

- MM. The Federal Funding Accountability and Transparency Act (FFATA) requires sub-recipients with federal award over \$25,000 to register and maintain Data Universal Numbering System, (DUNS) and Central Contract Registry, (CCR) numbers. To obtain a DUNS number, and to register with the Central Contractor Registration, (CCR) see links below.

DUNS number registration information can be obtained at:

<https://eupdate.dnb.com/requestoptions.asp>

Registration information for Central Contractor Registry can be found at:

<http://www.bpn.gov/ccr/default.aspx>

PART C:
Multnomah County Environmental Health Services Department
Community Asthma Inspection & Referral Program (CAIR)

I. SCOPE OF SERVICES

Multnomah County Health Department (MCHD) will provide the following services described below:

- A. Conduct client intake:
 - 1. Collect income documentation and verify that all households whose units are receiving rehabilitation assistance are below 80% median family income (MFI) using client self-certification information to document income eligibility.
 - 2. Collect race and ethnicity data for each household whose home is inspected by MCHD, per Exhibit C-1.
- B. Conduct physical inspections:
 - 1. Conduct a physical inspection to identify any health, sanitation, or safety-related hazards that may be compromising the health of household member.
- C. Develop scope of work and make referrals:
 - 1. Develop scope of work that includes repair of any health, sanitation, or safety-related hazards identified in the unit inspection.
 - 2. Refer households to appropriate service provider for repairs (PHB Lead Hazard Control Program, Multnomah County Weatherization Program, Reach Community Builder Program, etc.)
- D. Household follow-up:
 - 1. Connect with assisted households to ensure repairs were completed satisfactorily.
 - 2. Conduct post-evaluation to determine continued improved physical condition of the home at six-month post enrollment.

II. PERFORMANCE MEASURES

- A. Healthy Homes Inspections
 - 1. Conduct at least 80 inspections for low-income homeowners or renters
- B. Rehab referrals
 - 1. Refer no more than 40 households to community partners for repairs or rehab improvements.

III. REPORTING REQUIREMENTS

The Subrecipient shall prepare and submit the following reports to the Portland Housing Bureau:

- A. Provide CITY with a copy of the quarterly reports required by HUD for the MCHD Healthy Homes Demonstration Grant.
- B. Quarterly and final reports due October 30, 2011, January 30, 2012, April 30, 2012, and **July 9, 2012**, that includes a summary of the year's activities using the report format in Exhibit C-1.

IV. COMPENSATION AND METHOD OF PAYMENT

Method of Payment

- A. The City will reimburse MCHD for expenses in accordance with the budget (Exhibit C-2).
- B. Invoices will be delivered no less than on a quarterly basis.
- C. Statements will identify the amount of expenditure by budget line item for the period billed and the amount of expenditure billed year to date by budget line item.
- D. Subrecipient will maintain documentation of all expenses and make such records available for inspection by the City upon request.
- E. No funds under this contract may be used to purchase non-expendable personal property or equipment. Funds may be used to pay for lease or rental of equipment if approved in advance by the City Project Manager.
- F. Total compensation under this contract shall not exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000).
- G. Final invoices for this contract must be received by the City Contract Manager by **July 9, 2012**.

EXHIBIT C-1
Quarterly and Year-End Report

PORTLAND HOUSING BUREAU PROJECT PROGRESS REPORT

AGENCY NAME: Multnomah County Health Department DATE

PREPARED BY: _____ CONTRACT NO: 30002201

- [1] ACTIVITIES. Describe the major activities carried out during the reporting period.
- [2] SHORTFALLS. Describe any project activities that are behind schedule or are not being carried out, and explain the reason for the problems and how they are being resolved.
- [3] NEW DIRECTIONS. Describe any activities or approaches taken that deviate from or add to the scope of the project.
- [4] CLIENT DEMOGRAPHIC INFORMATION. List total number of clients participating in the project for the reporting period and since the program began.

EXHIBIT C-1

(Page 2 of 2)

BENEFICIARY DATA REPORT

Individual Beneficiary ☐Household Beneficiaries ☐

1. GENDER	
Male	
Female	
Total	0

2. RACIAL DATA (Required)	NON-HISPANIC	HISPANIC	TOTAL
White			0
Black/African American			0
Asian			0
American Indian/Alaskan Native			0
Native Hawaiian/Other Pacific Islander			0
American Indian/Alaskan Native & White			0
Asian & White			0
Black/African American & White			0
Am. Indian/Alaskan Native & Black/African American			0
Other			0
Total*	0	0	0

*Total should add up to the total people served.

3. INCOME (Required)	
Over 80% of M.I.	
(Moderate Income) 51%-80% of M.I.	
(Low) 31%-50% of M.I.	
(Extremely Low) 0-30% of M.I.	
Total Low/Moderate Income	0
Total Income*	0

**Total income should add up to the total people served.

4. RESIDENCE	
NE Portland	
SE Portland	
NW Portland	
SW Portland	
N Portland	
Total	0

5. OTHER	
Female Head of Household (Required)	
Elderly Head of Household (Over 65)	
Disabled/Special Needs	
Total	0

EXHIBIT C-2

Budget and Request for Payment
PORTLAND HOUSING BUREAU
Multnomah County Environmental Health Services Department
CAIR Program FY 2011-12

TO: City of Portland/PHB
Attn: Andrea Matthiessen
421 SW 6th Avenue, Suite 500
Portland, Oregon 97204

Contract #: 30002201 (Multnomah County CON# 1011165)

Request for Payment #: _____

Billing Period: _____

CDBG

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS INVOICE	AMOUNT BILLED TO DATE	BALANCE
Personnel	\$31832.50			
Admin/Indirect 9.05%	\$3167.50			
TOTAL	\$35,000			

Please attach detailed information as specified in the contract or requested by contract manager

Total Amount Requested: _____

Total Balance: _____

MCHD/Prepared By: _____

Phone No.: _____

MCHD/Approved By: _____

Email: _____

NOTE: Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature

PART D:
PORTLAND HEALTHY HOMES PRODUCTION GRANT

I. SCOPE OF SERVICES

Multnomah County Health Department (MCHD) will provide the following services described below:

- A. Conduct minor revision of the Multnomah County CAIR Application to allow the Portland Healthy Homes Program to utilize the application for program implementation by providing the following:
 - 1. Ability to have client/case be referred and managed by more than one program (Healthy Homes and City of Portland)
 - 2. Ability for City of Portland staff to view/edit all sections of the client's case record regardless of the program the client is assigned.
 - 3. Need to track the structural repairs (work order) done to the structure
 - 4. Need to track when /if clearance was given to the work done on behalf of the City of Portland grant.
 - 5. Need to track costs associated with the structural repairs
 - 6. Need to track the areas within the residential structure where repairs were done
 - 7. Need to ability to refer Healthy Homes cases to City of Portland and vice versa
- B. The CAIR Application will be provided technical support solely by Multnomah County Information Technology staff. Requests for assistance and support will be managed by and through Multnomah County Environmental Health employees or other County staff by arrangement.
- C. Reporting for specific clients and households with the City of Portland program designation will be generated by Multnomah County regular, non-temporary employees. This is a requirement to avoid more costly modifications to the application.
- D. At the end/termination of the IGA the county, if requested, will provide an archive file of city data in a mutually agreed upon common, non proprietary format
- E. County will provide .05 FTE Principle Investigator for project evaluation.

II. OBLIGATIONS OF THE CITY: The City agrees to the following conditions:

- A. The CAIR application, comprising web services, databases, and servers, are solely owned by Multnomah County. The agreement provides for the use of the CAIR system by the City. Any modifications to the application to facilitate City of Portland use will remain the sole property of Multnomah County.

- B. City of Portland staff will use the CAIR application in its current state, with the exception of minor changes that need to be made to allow for City of Portland 'program' data segregation. There is no intent to further customize the application beyond the needs of Multnomah County.
- C. City of Portland staff will sign all necessary paperwork that allows them access to the CAIR application.
- D. In addition to agreeing to the parameters of the HIPAA Business Associate Agreement included as Exhibit D-1 in this IGA, City of Portland staff who have direct or indirect access to client data that is captured, maintained, and reported using the CAIR application will take required HIPAA training and sign HIPAA confidentiality agreements.

III. PERFORMANCE MEASURES

- A. Subrecipient will provide services included in this Agreement within three months of the date this IGA is signed.

IV. COMPENSATION AND METHOD OF PAYMENT

- A. The Subrecipient will be compensated for the above described services. 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 service.
- B. No funds under this Subrecipient may be used to purchase non-expendable personal property or equipment, either by the Subrecipient or any subcontractors with whom the Subrecipient enters into Contracts without prior written permission from the City Contract Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by City-funded programs.
- C. The City will reimburse Subrecipient for expenses in accordance with the budget (Exhibit D-2). Invoices will be delivered no less than on a quarterly basis. Statements will identify the amount of expenditure by budget line item for the period billed and the amount of expenditure billed year to date by budget line item. Subrecipient will maintain documentation of all expenses and make such records available for inspection by the City upon request. "
- D. It is agreed that total compensation under this Contract shall not exceed THIRTY THOUSAND DOLLARS (\$30,000).
- E. Final invoices on this contract must be received by the City Contract Manager by **July 9, 2012.**

EXHIBIT D-1
Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Business Associate Compliance Requirements

I. General:

For purposes of this Contract, City is County's business associate and will comply with the obligations set forth below. City and County agree to amend this section if necessary to allow either party to comply with the Privacy or Security Rule.

II. Definitions:

Terms used, but not otherwise defined in this section, will have the same meaning as those terms in the Privacy Rule and Security Rule.

- A. **Breach:** As defined in 45 CFR 164.402 and includes the unauthorized acquisition, access, cause, or disclosure of Protected Health Information (PHI) that compromises the security or privacy of such information such that it poses a significant risk of financial, reputational or other harm to the individual.
- B. **Designated record set:** as defined in 45 CFR 164.402.
- C. **Individual:** as defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- D. **Privacy Rule:** the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and part 164, subpart A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.
- E. **Protected Health Information:** as defined in 45 CFR 160.103, limited to the information created or received by City on behalf of County.
- F. **Required by Law:** as defined in 45 CFR 164.103.
- G. **Secretary:** the Secretary of the U.S. Department of Health and Human Services or designee.
- H. **Security Rule:** the Standards for Security of Individually Identifiable Health Information at 45 CFR Part 160 and part 164, subpart A and C.
- I. **Unsecured Protected Health Information:** PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in 45 CFR 164.402.

III. City's Obligations:

- A. City agrees to not use or disclose Protected Health Information (PHI) other than as permitted or required by this Contract or as Required by Law. City further agrees to use or disclose Protected Health Information only on behalf of, or to provide services to, the County in fulfilling City's obligations under this contract, and to not make uses or disclosures that would violate the Privacy Rule or violate County's Minimum Disclosure policy.
- B. When using, disclosing, or requesting PHI, City agrees to make reasonable efforts to limit the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request, in accordance with 45 CFR 164.514(d), with the following exceptions:
 - 1. disclosures to or requests by a health care provider for treatment
 - 2. disclosures made to the individual about his or her own PHI information
 - 3. uses or disclosures authorized by the individual
 - 4. disclosures made to the Secretary of Health and Human Services in accordance with the HIPAA Privacy Rule
 - 5. uses or disclosures that are Required by Law
 - 6. uses or disclosure that are required for compliance with the HIPAA Transaction Rule
- C. City will be directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent as County.
- D. City agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Contract.
- E. City agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR 164 Subpart C.
- F. City agrees to immediately notify County of any security incident, including use or disclosure of the PHI in violation of or not provided for by this Contract of which it becomes aware.
- G. City will promptly notify County of a Breach of Unsecured PHI following the first day on which City (or City's employee, office or agent) knows or should have known of such Breach. City's notification to County must:
 - 1. Be made to County no later than 60 calendar days after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security;
 - 2. Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and
 - 3. Be in substantially the same form as the attached Exhibit A.

- H. City agrees to mitigate, to the extent practicable, any harmful effect that is known to City of a use or disclosure of PHI or Breach of Unsecured PHI by City in violation of the requirements of this Contract.
- I. City agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by City on behalf of County, agrees to the same restrictions and conditions that apply through this Contract to City with respect to such information.
- J. City agrees to provide access to PHI about an individual contained in a Designated Record Set within 5 working days of County's request. If an individual requests access to information directly from City, City agrees to forward the request to County within 2 working days of receipt. County will be responsible for any denials of requested PHI.
- K. City agrees to make any amendments to PHI in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR.164.526 within 10 working days of County's request.
- L. City agrees to make internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by City, on behalf of, County available to County or Secretary upon request of County or Secretary, for purposes of the Secretary determining County's Compliance with the Privacy Rule or the Security Rule.
- M. City agrees to document such disclosures of PHI and information related to such disclosures as would be required for County to respond to a request by an individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528. City will make available, at a minimum, the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. City hereby agrees to implement an appropriate record keeping process to comply with this section.
- N. City agrees to provide County or an Individual, within 10 working days of the request from County or individual, information collected under Item 9 of this section, to permit County to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528.

IV. Termination

- A. Notwithstanding any other termination provisions in this Contract, County may terminate this contract in whole or in part upon 5 working days written notice to City if the City breaches any provision contained in this section, HIPAA Compliance, and fails to cure the breach within the 5 working day period;

provided, however, that in the event termination is not feasible County may report the breach to the Secretary.

- B. Upon termination of this Contract for any reason, City will extend the protections of this section, HIPAA Compliance, to any records containing PHI that City is required to retain under any provision of this Contract.

V. Remedies in Event of Breach

City recognizes that irreparable harm will result to County, and to County business, in the event of breach by City of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections C above, County will be entitled to enjoin and restrain City from any continued violation of Section C. Furthermore, in the event of breach of Section C by City, County is entitled to reimbursement and indemnification from City for County's reasonable attorneys' fees and expenses and costs, including notices the County is required to give as a result of any Breach of Unsecured PHI, that were reasonably incurred as a proximate result of City's breach. The remedies contained in this Section E are in addition to (and not supersede) any action for damages and/or any other remedy County may have for breach of any part of this Agreement.

EXHIBIT A TO BA AGREEMENT**NOTIFICATION TO MULTNOMAH COUNTY ABOUT A
BREACH OF UNSECURED PROTECTED HEALTH INFORMATION**

This notification is made pursuant to Section C7 of the Business Associate Agreement between:

- Multnomah County, and
- City of Portland

City notifies County that there has been a breach of unsecured (unencrypted) protected health information (PHI) that City has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

Description of what City is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

EXHIBIT D-2

Budget and Request for Payment
 PORTLAND HOUSING BUREAU
 Multnomah County Environmental Health Services Department
 Portland Healthy Homes Production Grant FY 2011-2012

REQUEST FOR PAYMENT

TO: City of Portland/PHB
 Attn: Andrea Matthiessen
 421 SW 6th Avenue, Suite 500
 Portland, Oregon 97204

Request For Payment #: _____
 Billing Period: _____

Contract #: 30002201 (Mult.Cty.# 1011165)

General Funds

BUDGET CATEGORY	CONTRACTED BUDGET	AMOUNT THIS BILL	AMOUNT BILLED TO DATE	BALANCE
IT	\$22,000			
Personnel	\$8,000			
Indirect 9.05%	\$2,715			
TOTAL	\$30,000			

Total Amount Requested _____

County/Prepared By _____ Phone No. _____

Email _____

County/Approved By _____
 Signature _____ Date _____

**NOTE: Please reproduce this form on agency letterhead or submit cover letter to this invoice that includes total requested and authorizing signature.*