

## CONTRACT FOR SERVICES

## SECTION I: PARTIES TO THE CONTRACT

CITY OF PORTLAND ("City), City Hall, 1220 S. W. Fifth Avenue, Portland, Oregon 97204, and

Legal Aid Service - Multnomah Bar Association, Inc., 310 S. W. Fourth Avenue, Room 900, Portland, Oregon 97204.

## SECTION II: CONTRACT SUMMARY

Contractor agrees to provide coordination of volunteer attorneys and legal advocacy to elderly residents in Portland/Multnomah County and further agrees that the total cost shall not exceed the sum of \$36,645.

## SECTION III: PERIOD OF PERFORMANCE

Performance under this contract shall commence July 1, 1980, and continue through June 30, 1981, unless extended by City Council action. Activities and budget shall be negotiated annually.

## SECTION IV: AGREED CONTRACTOR: PROJECT OPERATION

- A. Contractor shall by June 30, 1981 meet all goals and objectives stated in the "Project Narrative" (Exhibit A, hereby incorporated by reference).
- B. Contractor shall ensure that no portion of this contract shall in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap, marital status, sexual preference, political affiliation or belief; and that it shall target these services to those most in need.
- C. Contractor shall provide a minimum 5% cash match (1928) as approved in the budget (refer to Exhibit B). Failure to meet this requirement shall result in a reduction of budget or termination of contract.
- D. Contractor shall retain client records for a minimum of five years and shall make said documents available at all reasonable times to the City, or its duly authorized representative, for evaluation through inspection of the quality, appropriateness, and timeliness of services.
- E. The use or disclosure by any party of any information concerning a recipient of services purchased under this contract, for any purpose not directly connected with the administration or program evaluation of the City, is prohibited except on written consent of the recipient or the recipient's attorney.

## SECTION V: CONTRACTOR REPORTING AND RECORD REQUIREMENTS

- A. Contractor shall use the standardized forms provided by the City for reporting purposes (Exhibit C, hereby incorporated by reference). If additional forms are deemed necessary, said forms shall be developed through negotiation.
- B. Required program reports shall be submitted by 3:00 P.M. of the 5th working day of each month. Reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by the City. Program reports which are not received by the time specified shall result in delayed reimbursement.
- C. Contractor shall submit to the City, a final "Director's Narrative Report" within forty-five (45) days of the conclusion of the Project covered by this contract. The report should identify problems, corrective action taken, requests for technical assistance, any plans for seeking/securing other resources, and any concerns relative to the City's performance.
- D. Contractor shall maintain for a minimum of three (3) years all fiscal and program reports, including statistical records, and shall provide these reports at times and in the form prescribed by the City. In the event of dissolution of the corporation within the specified time, said records shall be turned over to the City Auditor.
- E. Contractor shall submit to the City copies of all requests for Federal, state or local grants that affect the services provided under this contract prior to submitting the request to the funding source.
- F. Contractor shall provide for program and facility reviews, including meetings with consumers, reviews of service and fiscal records, policies/procedures, staffing patterns, job descriptions, and meeting with any staff directly or indirectly involved in the performance of this contract at any reasonable time on request of and by persons authorized by the City.
- G. Contractor shall submit to the City one (1) copy of all formal documents produced under this contract.
- H. Contractor shall provide proof of its timely payment of withholding taxes, unemployment taxes, and SAIF.
- I. Contractor shall submit to the City, prior to commencement of this contract except where one is already on file, its current:
  - Personnel Policy which sets forth procedures for hiring, firing, grievances; and identifies all paid holidays;

- List of names and signatures of persons authorized to act as the Contractor's agents;
- Articles of Incorporation and By-Laws;
- List of Board of Directors and Advisory Council members

Contractor further agrees to submit any changes in these documents to the City within thirty (30) days of their effective dates.

#### SECTION VI: AGREED CITY

- A. City shall provide technical assistance upon written request of the Contractor.
- B. City shall provide all required reporting forms to the Contractor.
- C. City shall monitor the project based on all of the provisions as set forth in this contract.
- D. City shall give Contractor written notification of problem areas related to the performance of this contract, including requirements for corrective action.
- E. City may conduct at least one contractor meeting per month.
- F. City shall conduct training sessions as necessary to ensure quality delivery services and effective program management.
- G. City shall conduct on-site contract and facility reviews on a quarterly basis. On-site monitoring shall be pre-arranged with each Contractor.
- H. City shall process monthly reimbursement requests and contract amendments in a timely manner.

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

- A. Total compensation under this contract shall not exceed \$36,645.
- B. An advance shall be made to cover the cost of the Contractor's initial expenses for operation, not to exceed the sum of \$6,107 upon receipt of a written request from the Contractor.

- C. The additional amounts due after the initial advance shall be reimbursed upon receipt of the required ACCOUNTING REPORT FORMS (refer to Exhibit C), the original with appropriate documentation attached. All reimbursement documents shall be received by the fifteenth (15th) working day of each month. Reimbursements not received by the specified time shall be delayed and processed for payment the following month, or may result in termination of the contract. Payments shall also be held if the required program reports are not received by the specified time.
- D. All final reimbursement documents shall be received within forty-five (45) days following the end of the budget period. Final reimbursement documents not received within the specified time period shall not be processed, and the expense shall be the sole responsibility of the Contractor.
- E. Advances shall be recovered against expenditures in accordance with an established schedule developed and distributed by the City.
- F. All payments made pursuant to this contract are subject to post audit. The City shall perform spot audits at their discretion any time during the contract period. Contract costs disallowed by the City shall be the sole responsibility of the Contractor. If a contract cost is disallowed after reimbursement has occurred, the Contractor shall promptly repay the City.
- G. All funds received from the City shall be used by the Contractor as set forth in the budget (refer to Exhibit B). Funds not used shall be returned promptly to the City at the end of the budget period. Any costs incurred by the Contractor over and above the agreed sums, as set out in the budget, shall be at the sole risk and expense of the Contractor.
- H. The operating budget may be amended, provided the full cost does not exceed the amount stated in the contract. Budget amendments shall not become effective until the Commissioner-in-Charge has given written approval and filed the approved document with the City Auditor. Budget overruns of five percent (5%) or \$1,000, whichever is less, are allowable without a budget amendment on all line items within the Materials and Services category, excluding Out-of-Town Travel. These line item overruns shall be compensated for within the same category.
- I. Budget amendments shall not be accepted during the last quarter of the budget period (April 1 through June 30).

- J. All items with a purchase price of one hundred dollars (\$100) or more hereunder shall be purchased in the name of the City. Such purchases shall be for cash and not include any credit terms, and shall be reported to the City within ten (10) days (refer to Exhibit C), tagged by the City, included in the City's Property Control, and shall be the property of the City. Contractor shall maintain an acceptable and current log of this property and property acquired under previous contracts with the City. All non-expendable items shall be returned to the City within ten (10) days after the contract has terminated.
- K. Contractor shall also maintain a current and acceptable log of all non-consumable supplies purchased under this contract. Non-consumable means items with a minimum value of \$25.00 per item and a maximum value of \$99.99 per item purchased under this contract. All such items shall also be returned to the City within ten (10) days after the contract has terminated.

#### SECTION VIII: GENERAL CONDITIONS

- A. Contractor shall abide by all Federal, state and local regulations/policies governing project, operations, management, and service delivery. The funds shall be used for the purpose for which they are provided.
- B. Prior to commencement of this contract, Contractor shall deliver to the City Auditor evidence:
- 1) that all persons handling funds received or disbursed under this contract are covered by a Fidelity Bond in the amount of \$10,000 or 100% of the estimated sixty (60) day cash flow, whichever is less;
  - 2) of a Standard Liability Insurance Policy in the single limit amount of \$300,000 and provide the City Auditor with an endorsement thereto, naming the City as an additional insured and protecting the City, its agents, and employees from claims for damages arising in whole or in part out of the performance of this contract;
  - 3) that all property and equipment purchased or received by the Contractor pursuant to this contract is insured against fire, theft and destruction; and
  - 4) that the above policies of insurance are in force and shall not be cancelled without thirty (30) days prior notice to the City.

If approved as self-insured by the City Attorney, the Contractor shall deliver to the City Auditor, in lieu of a Standard Liability Insurance Policy, evidence that they agree to hold harmless, defend and indemnify the City, its agents and employees from any and all claims for damages arising in whole or in part out of the performance of this contract.

If the Contractor enters into more than one (1) contract with the City, insurance and bonding shall be furnished, together with the proper endorsements for each separate contract. Failure to maintain current insurance, bonding and proper endorsements for each separate contract shall result in the withholding of payment to the Contractor or the termination of the contract.

- C. The term "approval by the City" means written approval by the Executive Director and/or the Commissioner-in-Charge of the Human Resources Bureau. Unless otherwise specified, documents submitted to the City shall be regarded as received when delivered to the Human Resources Bureau.
- D. Compensatory time accrued by any employee performing services under this contract shall be taken within the budget period to be charged as a contract cost. Time not taken within this period shall become the sole risk and expense of the Contractor. This condition only applies if compensatory time is indicated in the Contractor's approved Personnel Policies and Procedures.
- E. Upon termination (cash out) of any employee performing services under this contract, a maximum of two weeks accrued vacation time shall be an allowable reimbursement cost. Time in excess of the two weeks maximum shall be the sole responsibility of the Contractor.
- F. It is expressly understood and agreed by both parties hereto that the City is contracting with the Contractor as an Independent Contractor and that the Contractor, as such, agrees to hold the City harmless and to indemnify it from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party arising out of, or in connection with, the services to be performed by the Contractor under this contract.

## SECTION IX: SPECIAL CONDITIONS

- A. The staff supervisor, given reasonable notice, shall attend training sessions and meetings and participate in other activities as required by the City to a maximum of three sessions (24 hours) per month.
- B. Other staff hired under this contract shall participate in such training sessions, meetings, and other activities as required by the City to a maximum of two sessions (16 hours) per month.
- C. The Contractor shall assure that older persons shall not be discriminated against and that older persons shall be employed on a part-time and full-time basis in carrying out programs, to the degree feasible and subject to the provisions of approved personnel policies.
- D. The Contractor shall conform to the client representative policy and the client confidentiality policy as set forth by the City.
- E. In performance hereof, the Contractor shall comply with the provisions of the "Non-discrimination on Basis of Handicap" Section 504 Assurance of Compliance of the Rehabilitation Act of 1973 (Refer to Exhibit "A," Attachment 8).
- F. The Contractor agrees to submit documentation as required by the City to support waivers of contract policies and requirements granted by the City.
- G. The Contractor shall use the service definitions as set forth by the City and standardized reporting forms as developed and provided by the City.
- H. The Contractor shall employ City descriptions, policies, and procedures for the delivery, utilization, and coordination of information, referral, case management, escort, transportation, homemaker, housekeeper, legal, nutrition and other contracted service provided as part of the Portland/Multnomah County Area Agency on Aging Service System.
- I. The Contractor shall conform to state, federal, and local laws and City policies and procedures governing service delivery and eligibility for service.
- J. The Contractor shall enter into written agreements with other service providers with the Portland/Multnomah County Area Agency on Aging Service System as directed by the City to specify and clarify procedures of coordination.
- K. The Contractor shall give preference in the delivery of services to older persons with the greatest economic or social need in accordance with priorities and definitions provided by the City. The methods for giving preference may not include use of a means test.

L. The Contractor shall, in the event resources are not available to provide a service, document the situation, inform the person of the problem, and place the person on a waiting list, prioritizing clients relative to those in greatest need of said services. Documentation shall be submitted quarterly to the City.

M. The Contract must:

- (1) provide each older person with a free and voluntary opportunity to contribute to the cost of the service;
- (2) protect the privacy of each older person with respect to his/her contribution;
- (3) establish appropriate procedures to safeguard and account for all contributions; and
- (4) use all contributions to expand the services of the Contractor under this section.

The Contractor further:

- (5) may develop a suggested contribution schedule for services provided under this section. In developing a contribution schedule, the Contractor must consider the income ranges of older persons in the community, and the Contractor's other sources of income.
- (6) must assure that no older person is denied a service because the older person will not or cannot contribute to the cost of the service; and
- (7) must assure that contributions made by older persons are considered program income.

N. The Contractor assures that federal funds under this contract are not used to replace funds from non-federal sources and agrees to continue or to initiate efforts to obtain support from private sources and other public organizations for services funded through this contract.

O. The Contractor shall comply with the specific regulation governing the conduct of attorneys employed by the legal services provider [1321.151 (3)].

P. The Contractor may not require older persons to disclose information about income or resources as a condition for providing legal services.

#### SECTION X: CONTRACT MODIFICATION

A. Contractor may request changes in the contract by submitting a written request in accordance with City procedures (refer to Exhibit C). Minor changes shall not become effective until the Commissioner-in-Charge has given written approval, and the approved document is filed with the City Auditor. Major changes shall not become effective until approved by City Council, signed by the appropriate parties, and the approved document filed with the City Auditor.

## SECTION XI: CONTRACT ASSIGNMENT

- A. The Contractor has been selected by the City for this work because of its particular experience in this program area. This contract is personal between the parties, and the Contractor shall not assign or subcontract in whole or in part hereof without prior approval by the City.
- B. In the event the City decides to assign its interest in this contract, in whole or in part, the City shall give written notice of the assignment to the Contractor ten (10) days prior to the assignment.

## SECTION XII: TERMINATION REMEDIES

- A. This contract may be terminated by either party at any time by giving a thirty (30) day advance notice by certified mail for failure or refusal of the other to perform faithfully the contract according to its terms.
- B. The contract may also be terminated at any time by the City by giving written notice if its federal, state, or local grants are suspended, modified, or terminated. In the event of termination, the Contractor shall be entitled to reimbursement for allowable costs incurred up to the date of termination indicated in the written notice.
- C. Nothing in this contract shall be construed to limit the City's legal contract remedies including, but not limited to, the right to sue for damages or specific performance should the Contractor materially violate any of the terms of this contract.

## SECTION XIII: SIGNATURES

The parties witness their consent to be bound by all the terms of this contract, SECTIONS I through XII, by signing below.

APPROVED AS TO CONTENT

CONTRACTOR

By Emma Estep 6-17-80  
Executive Director Date

By \_\_\_\_\_

APPROVED AS TO FORM

CITY OF PORTLAND

By \_\_\_\_\_  
City Attorney Date

By \_\_\_\_\_

By \_\_\_\_\_

## PROJECT APPLICATION SHEET

CITY OF PORTLAND HUMAN RESOURCES BUREAU		APPLICATION FOR PROJECT FUND	
1. Short Title of Project: (Do not exceed one typed line) SENIOR LAW PROJECT			
2. Type of Application (Check One) New Project <input checked="" type="checkbox"/> Continuing Project <input type="checkbox"/> Revision of Cont. Proj. <input type="checkbox"/>			
3. Responsible HRB Division Social Services Division		4. Contract Period From <u>7/1/80</u> to <u>6/30/81</u>	
5. Budget Period From <u>7/1/80</u> to <u>6/30/81</u>		6. City Support Requested \$ <u>36,645.00</u>	
7. Applicant Agency (Name, address & telephone) Legal Aid Service -MBA, Inc. 310 S.W. 4th Ave.-Room 900 Portland, OR 97204 224-4094		8. Project Director (Name, address & telephone) J. R. Forester 310 S.W. 4th Ave. - Room 900 Portland, OR 97204 224-4094	
9. Financial Officer (Name, address & telephone) Eileen Renfro 310 S.W. 4th Ave. - Rm. 900 Portland, OR 97204 224-4094		10. Official Authorized to Bind Agency (Name, address & telephone) J. R. Forester 310 S.W. 4th Ave. - Room 900 Portland, ORE 97204 224-4094	

11. Project Summary: Summarize, in approximately 200 words, the project plan presented in application, briefly covering project goals, objectives, strategy, target population and administration.

Legal Aid Service shall coordinate a program to provide legal services in at least five AAA District Service Centers, and accessible through five other sites, to older people with the greatest economic or social need in coordination with AAA Aging Service Systems in Portland/Multnomah County, and utilizing private volunteer attorneys recruited with the assistance of the Multnomah Bar Association.

The project shall also provide staff to initiate impact litigation, giving first priority to the institutionalized and homebound elderly, and second priority to the elderly in greatest economic or social need for the purpose of asserting their rights under state or federal laws and regulations and based upon case acceptance criteria selected for this project in advance of any attorney-client contact in consultation with AAA staff.

## EXHIBIT A

## PROJECT NARRATIVE

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1. Statement of Problem/Documentation of Need: (Provide a concise description of the conditions and problems to be addressed by the project. Quantifiable, measurable terms should be used. Verify that the problem exists with documentation.)

A 1975 survey by the American Bar Foundation, Bureau of Social Science Research, reports that 23% of the elderly poor need a lawyer. Applied to 1970 Multnomah County census data of 21,276 persons aged 60 and older living below poverty level, an estimated 4,870 require legal services. In 1979, Multnomah County Legal Aid records show that 1074 clients were aged 65 or older. In Portland/Multnomah County, elderly poor are 34% of the 61,553 persons living below the poverty level (1970 census). Additional legal services to 3,800 are required to meet the estimated need.

A study by the National Senior Citizens Law Center in 1975 cited confusion and limited transportation as two barriers to older people in making appropriate utilization of legal services. This may be attributed to the priorities, types of services offered by Legal Aid (restricted because of funding limitations), difficulty for older people to reach Legal Aid offices, and lack of knowledge and acceptance by older people of Legal Aid services.

Legal Aid services are under-utilized by older people in Portland/Multnomah County (17% of Legal Aid clientele are 60 or older, compared with 34% of low income persons age 60 or older in the general population).

Legal services which meet the range of legal problems experienced by low income older persons and are provided in a location reasonably convenient and comfortable for older persons are needed to meet the legal needs of the elderly poor. Since the inception of this program the number of people over 60 who utilize legal services has doubled.

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2. Statement of Project Goals: (The project goal is a brief statement of the intent of the project to change, reduce or eliminate the problem identified above. The goal should relate to overall goal statement of HRB's Divisional Unit and to the general purpose of the project.)

LONG RANGE AAA GOAL:

To plan and implement a system in which service providers in Portland/Multnomah County work together to use resources most effectively and economically in accomplishing shared objectives to meet the needs of senior citizens.

(FY 1980-81) AAA GOAL:

To provide the leadership role in order to increase the level of community services for older people in Portland/ Multnomah County to meet the basic needs of the elderly and promote independent and dignified living for elders through the processes of evaluating the service systems' capacity to meet those needs and by advocating for such increases as necessary.

PROJECT GOALS:

- (a) To provide low income older persons in Portland/Multnomah County with legal services primarily in the area of estate planning, probate, consumer law, property law, domestic relations, in a convenient and comfortable location;
- (b) To provide homebound and institutionalized elderly and others with the ability to enforce newly created federal and state rights enacted for their benefit in order to assist them to independent and dignified lives.

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3. Statement of Objectives and Productivity Indicators: (Set forth, in measurable, timebounded statements the desired results of program operations. For each objective listed, state the productivity indicator, or unit of measurement, by which the objective can be evaluated.)

Objectives:	Productivity Indicators:
1. To maintain effective management of service provided for the elderly in Portland/Multnomah County through the accomplishment of the activities listed in section 4 during FY 80/81.	(a) # and dates of activities listed in section 4.
2. Increase utilization of legal services and remedies among the elderly by providing coordination and clerical support to 75 volunteer attorneys to provide weekly legal service in five AAA District Centers to 548 low income elderly residents during FY 80/81.	(a) # of clients interviewed by attorneys; (b) # of attorney hours donated by the attorneys; (c) # of attorneys scheduled at the centers.
3. Make referrals to Legal Aid Service Administrative Law Unit and facilitate their acceptance by that unit during the period 7/1/80-6/30/81.	(a) # of cases referred; (b) # of cases accepted.
4. Provide private attorneys for home visits to clients needing legal assistance who are not ambulatory during the period 7/1/80-6/30/81.	(a) List of attorneys; (b) # of home visits.
5. Establish a regular schedule for staff for nursing home contacts and visits -- accept cases from nursing home patients and homebound on all issues during the period 7/1/80-6/30/81.	(a) # of schedules established; (b) # of visits; (c) # of cases accepted.
6. Train Center advocates in spotting nursing home and homebound legal issues, as well as other issues relating to rights established under state or federal law -- establish referral lines during the period 7/1/80-6/30/81.	(a) # of presentations; (b) # of advocates attending;
7. File litigation and pursue legislation affecting the rights of nursing home or homebound elderly as a class during the period 7/1/80-6/30/81.	(a) # of cases filed; (b) # of legislative issues pursued.

Objective # 1. : (Restate Objective Here)

To maintain effective management of service provided for the elderly in Portland/Multnomah County through the accomplishment of the activities listed in section 4 during the period 7/1/80-6/30/81.

No.	Activity	Completion Date	Measure of Activity Completion	Staff Assigned
1-1	Provide personnel direction/supervision and training through individual and/or group staff meetings Director 3% Bookkeeper 3%	Ongoing	Staff hired	Executive Director
1-2	Maintain an individual job description.	Ongoing	Job description developed.	Executive Director
1-3	Attend such Area Agency on Agency Contractor meetings and training sessions as required.	Ongoing	Attendance recorded by AAA.	Executive Director
1-4	Process all Agency accounts paid out and accounts receivable and maintain records of all budgetary transactions in accordance with the contract requirements.	Ongoing	Agency accounts processed.	Bookkeeper
1-5	Property records shall be maintained on all City inventory in accordance with the contract.	Ongoing	Records maintained	Bookkeeper
1-6	Submit required program reports and invoices in the proper form and manner in accordance with all related special and general conditions as required.	Ongoing	Reports and invoices submitted.	Bookkeeper

4. Statement of Activities/Timelines/Staff Assigned for Each Objective: (List as many activities as necessary to outline the work product.)

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Objective # 1 : (Restate Objective Here)

To maintain effective management of service provided for the elderly in Portland/Multnomah County through the accomplishment of the activities listed in Section 4 during the period 7/1/80-6/30/81.

No.	Activity	Completion Date	Measure of Activity Completion	Staff Assigned
1-7	Maintain staff support to an advisory committee.	Ongoing	Staff support provided.	Executive Director
1-8	Offer signed agreements to each district Service Center pertaining to the implementation of the procedures of the program.	12/31/80	Agreements accepted	Executive Director

4. Statement of Activities/Timelines/Staff Assigned for Each Objective: (List as many activities as necessary to outline the work product.) LA 80/81

Objective # 2 : (Restate Objective Here) Increase utilization of legal services and remedies among the elderly by providing coordination and clerical support to 75 volunteer attorneys to provide weekly legal service in five AAA District Centers to 548 low income elderly residents during the period 7/1/80-6/30/81.

No.	Activity	Completion Date	Measure of Activity Completion	Staff Assigned
2-1	Maintain a panel of 75 attorneys willing to volunteer. Coordinator 80%	Ongoing	# of attorneys on panel	Coordinator
2-2	Staff in 8 AAA District Centers and two nutrition sites, schedule interview times for the 5 attorneys visiting sites.	Ongoing	Centers schedule	AAA Center
2-3	The Coordinator schedules attorneys for interviews	Ongoing	Coordinators schedule	Coordinator
2-4	The Coordinator compiles data on each client and completes monthly reports for LAS Aging Services Division	5th working day of each month.	Data collected and reports submitted.	Coordinator
2-5	The Coordinator maintains contact with attorneys with ongoing cases.	Ongoing	Completed cases	Coordinator
2-6	Arrange for clerical support for retired attorneys upon request.	Ongoing	Completed cases	Coordinator

4. Statement of Activities/Timelines/Staff Assigned for Each Objective: (List as many activities as necessary to outline the work product.)

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Objective # 3 : (Restate Objective Here)

Make referrals to Legal Aid Service Administrative Law Unit and facilitate their acceptance by that unit during the period 7/1/80-6/30/81.

No.	Activity	Completion Date	Measure of Activity Completion	Staff Assigned
3-1	Appraise and maintain awareness among Senior Advocate of the legal services provided by the Administrative Law Unit. Coordinator 10% Attorney 5%	Ongoing	# of referrals	Coordinator Attorney
3-2	Facilitate presentation of appropriate referrals at Administrative Law Unit case meeting.	Ongoing	# of cases accepted	Coordinator
3-3	Confirm appointments and facilitate interview when client cannot come to downtown location of Legal Aid Service.	Ongoing	# of interviews	Coordinator

4. Statement of Activities/Timelines/Staff Assigned for Each Objective: (List as many activities as necessary to outline the work product.)

Objective # 4 : (Restate Objective Here)

*Provide private attorneys for home visits to clients needing legal assistance who are not ambulatory during the period 7/1/80-6/30/81.*

No.	Activity	Completion Date	Measure of Activity Completion	Staff Assigned
4-1	<i>Maintain a list of attorneys willing to make home visits. Coordinator 10%</i>	<i>Ongoing</i>	<i>List compiled</i>	<i>Coordinator</i>
4-2	<i>Confirm appointments for home visits</i>	<i>Ongoing</i>	<i>Cases completed</i>	<i>Coordinator</i>

4. Statement of Activities/Timelines/Staff Assigned for Each Objective: (List as many activities as necessary to outline the work product.)

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Objective # 5 : (Restate Objective Here) *Establish a regular schedule for staff for nursing home contacts and visits -- accept cases from nursing home patients and homebound on all issues during the period 7/1/80-6/30/81.*

No.	Activity	Completion Date	Measure of Activity Completion	Staff Assigned
5-1	<i>Establish schedule Attorney 25%</i>	<i>9/1/80</i>	<i># of schedules established</i>	<i>Attorney</i>
5-2	<i>Interview clients</i>	<i>9/1/80</i>	<i># of clients interviewed</i>	<i>Attorney</i>
5-3	<i>Accept cases</i>	<i>9/1/80</i>	<i># of cases accepted</i>	<i>Attorney</i>

4. Statement of Activities/Timelines/Staff Assigned for Each Objective: (List as many activities as necessary to outline the work product.)

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Objective # 6: (Restate Objective Here) Train Center advocates in spotting nursing home and homebound legal issues, as well as other issues relating to rights established under state or federal law -- establish referral lines during the period 7/1/80-6/30/81.

No.	Activity	Completion Date	Measure of Activity Completion	Staff Assigned
6-1	Prepare a training program. <i>Attorney 10%</i>	12/1/80	Training program prepared.	Attorney ↓
6-2	Establish interest	12/1/80	Centers contacted.	
6-3	Conduct training session for senior advocate	12/1/80	Training held as appropriate.	
6-4	Establish a preliminary referral list.	12/1/80	List of those expressing interest.	
6-5	Establish a fixed referral list.	1/1/81	List of those trained and interested.	

4. Statement of Activities/Timelines/Staff Assigned for Each Objective: (List as many activities as necessary to outline the work product.)

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Objective # 7 : (Restate Objective Here)

*File litigation and pursue legislation affecting the rights of nursing home or homebound elderly as a class during the period 7/1/80-6/30/81.*

No.	Activity	Completion Date	Measure of Activity Completion	Staff Assigned
7-1	<i>Prepare a legislative program on behalf of clients and client groups. Attorney 60%</i>	<i>1/1/80 Ongoing</i>	<i>Number of bills and number of testimonies.</i>	<i>Attorney</i>
7-2	<i>File appropriate impact litigation on behalf of clients and client groups.</i>	<i>Ongoing</i>	<i>Number of impact cases filed.</i>	<i>Attorney</i>

4. Statement of Activities/Timelines/Staff Assigned for Each Objective: (List as many activities as necessary to outline the work product.)

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5. Strategy/Method: (Briefly describe the general approach to meeting the stated goals and objectives. Discuss the rationale of this approach and how it relates to the overall strategy of the responsible HRB Divisional Unit.)

*Legal Aid Service shall coordinate a program to provide legal services in at least five AAA District Service Centers, and accessible through five other sites, to older people with the greatest economic or social need in coordination with AAA Aging Service Systems in Portland/Multnomah County, and utilizing private volunteer attorneys recruited with the assistance of the Multnomah Bar Association.*

*The project shall also provide staff to initiate impact litigation, giving first priority to the institutionalized and homebound elderly, and second priority to the elderly in greatest economic or social need for the purpose of asserting their rights under state or federal laws and regulations and based upon case acceptance criteria selected for this project in advance of any attorney-client contact in consultation with AAA staff.*

*Listed below are specific activities and considerations.*

- 1. The Contractor has identified legal services available to older persons in Portland/Multnomah County and shall determine the number and type of services appropriate to be provided by 75 private volunteer attorneys in a program coordinated by the Contractor at a cost not to exceed 16,324 during FY 80/81.*
- 2. The Contractor will facilitate and support legal advocacy by conducting impact litigation and providing training and consultation for AAA service providers at a cost not to exceed 20,321 during FY 80/81.*
- 3. The Contractor shall maintain the capacity to increase the number and type of legal services to be provided under this*

5. Strategy/Method(cont'd):(2)

contract which may include: training, consultation, direct provision of legal services to special target groups, and other needed legal services, contingent upon funds available to the City for these purposes.

4. In consultation with the Multnomah Bar Association and the Area Agency on Aging, the Contractor shall develop a plan for the accessibility to legal services through volunteer attorneys in senior centers or other appropriate places which shall include the following:

8 Senior Centers

Japanese Nutrition Site

Hispanic Nutrition Site

- (a) The volunteer attorneys shall deliver services primarily in the following areas -- wills, estates, property, consumer and Social Security problems not handled by Legal Aid Service.
- (b) Eligibility criteria for persons receiving legal services under the volunteer attorney program. These criteria shall take into account meeting the legal service needs of older persons with greatest economic or social need. "Greatest economic need" refers to those persons whose income level falls at or below poverty threshold established by the Bureau of Census which at this time is as follows:

	<u>annual</u>	<u>monthly</u>
1 person	\$3,366	\$281
2 persons	\$4,365	\$364

A legal service provider may not require an older person to disclose information about income or resources as a

5. Strategy/Method (con'd): (3)

condition for providing legal service (CFR 1321.151).

"Greatest social need" may include those persons who experience barriers in obtaining needed services because of language isolation, cultural and ethnic customs, or other factors.

The criteria shall also take into account other legal services available to older people, so that priority of services provided by volunteer attorneys shall be given to eligible persons who have no other resources available.

- (c) Identification of locations where legal services shall be provided, ensuring that there is reasonably convenient access to older persons living in each of the 8 Aging Service Districts in Portland/Multnomah County.
- (d) Identification of roles and responsibilities of each of the participants listed below regarding screening, determination of eligibility, scheduling attorneys, scheduling clients, documentation, maintenance of records, facility, direct provision of service, follow-up publicity, grievance procedures, and any other activities necessary for provision of services, legal fees.

The participants include:

Contractor

Multnomah Bar Association

District Centers

Volunteer Attorneys

Client

AAA

5. Strategy/Method (cont'd):(4)

- (e) Estimate of the number of attorneys and kind of experience needed to implement the plan. The plan requires a minimum of 75 attorneys to provide regular access at five interview sites. In order to expand access to 10 interview sites the contractor would need 150 volunteers. It is this contractor's experience in Multnomah County that the likely number of volunteer attorneys shall remain at 75. The contractor will make the best effort to increase the number of volunteers and expand meaningful access.
- (f) Schedule for the provision of legal services in each of the locations identified in "c" above, giving day of the week, frequency, and time in which the volunteer shall be available.

5. The Contractor shall review the plan with appropriate staff of each of the agencies/organizations listed below and sign a written agreement with each agency.

MCCAA (Gresham Senior Center)  
Hollywood Senior Center  
PACT Senior Center  
Friendly House Senior Center  
Neighborhood House Senior Center  
Peninsula Project ABLE Senior Center  
Northwest Pilot Project Senior Center  
Urban League Senior Adult Service Center  
Japanese Nutrition Site  
Hispanic Nutrition Site (COSSPO)

6. The Contractor has established criteria for acceptance of impact cases, giving first priority to the institutionalized and homebound elderly, and a second priority to those elderly wishing to assert other rights under federal and state laws and regulations.

Cases are scored on a scale of 1 to 5 by attorneys participating

5. Strategy/Method(cont'd):(5)

in the decision -- in this case the Administrative Law Unit of Legal Aid with the assistance of the program's Director of Litigation. All class actions need the final approval of the program Director. The criteria used are:

- (1) Severity and immediate need of client;
- (2) Amount of work involved;
- (3) Likelihood of success;
- (4) Number of others similarly affected;
- (5) Agency involved;
- (6) Community education value;
- (7) Availability of other resources to handle the case.

Cases with the highest number are accepted first.

## 7. The Contractor has established the following legislative participation criteria:

- (1) For primary lobbying (drafting, obtaining sponsors, committee work, "lobbying"), bills or administrative rules which will benefit a substantial number of our clients, as evidenced by Legal Aid's case experience, and which have some realistic possibility of passing, in light of the program's legislative or administrative rule-making experience;
- (2) For back-up legislative work or administrative rule-making work (drafting, counselling, and testimony) bills or administrative rules which will benefit a significant number of the poor in our community where the client only needs our "technical" assistance;
- (3) At the request of a legislator where the bill will benefit a significant number of the poor in our community (drafting and testimony).
- (4) At the request of an administrative agency where the rule-making or legislative bill will benefit a significant

5. Strategy/Method(cont'd): (6)

number of the poor in our community (drafting and testimony).

8. The Contractor shall maintain fiscal and program records as required by the City to document services provided under this contract.

6. Service Area, Target Population and Eligibility Criteria for Services:  
(Describe the service area to be covered by this project and the target population for each service to be provided. Explain how each target population will be identified. State the eligibility criteria to be utilized for each service provided and the method for appeal or exception.)

*Legal services shall be provided in locations ensuring that there is reasonable convenient access to elderly persons 60 and over living in each of the 8 aging service Districts in Portland/Multnomah County.*

*Eligibility may include meeting the legal service needs of older persons with greatest economic or social need. "Greatest economic need" are those whose income level falls below poverty threshold established by the Bureau of Census (\$281/month for one person and \$364/month for two people). "Greatest social need" are those persons who experience barriers in obtaining needed services because of language isolation, cultural and ethnic customs, or other factors.*

- (a) The volunteer attorney project will provide services to low income elderly 60 years old and over residing in Portland/Multnomah County who need legal services. Eligibility guidelines identified above will be administered and determined by the staff at the 10 access centers (District + Nutritional Sites).*
- (b) The litigation project will provide services to that segment of the elderly population living in Portland/Multnomah County most in need of assistance -- the institutionalized and the homebound. A special effort will have to be mounted to insure access to that population and its access to us. The plan projects heavy reliance on professionals and advocates working with this population to be sensitized to their special and unique legal issues and to make appropriate legal referrals to the project.*

7. Organization: (Briefly describe the staffing pattern, selection procedures and administrative procedures.)

Legal Aid Service is organized functionally into 9 different sections. The Senior Law Project comes within the purview of our Administrative Law Unit (sometimes referred to as Government Benefits Unit). The Senior Law is supervised by the Administrative Law Supervisor as to any legal work originating from it. It is subject to case meeting review of that unit as to the staff's acceptance of each and every case. On matters of policy the program Director assumes direct responsibility.

The staffing pattern goes up from the Coordinator and the attorney to the Supervisor of the Administrative Law Unit, to the Director of the program, to the Board of Directors and Advisory Panel.

Selection Procedures:

Legal Aid hires according to Board-approved policy. If there is a staff position open, we first fill it from within the organization, if possible. Otherwise we will advertise the position. We have open hiring and conduct affirmative action hiring policies.

Administrative Procedures:

Legal Aid Service has a program manual which outlines personnel procedures and organizational information. A new employee has a six-month probationary period, access to a grievance procedure, and yearly evaluations.

Staff receives training "on-the-job". Normal working hours are from 9:00 a.m. to 5:00 p.m. Monday through Friday. The staff receive eight (8) paid holidays during the Fiscal Year. Holidays are: New Year's Day; President's Day (Feb. 20th); Memorial Day; 4th of July; Labor Day; Veterans Day; Thanksgiving Day and Christmas Day.

8. Applicant Agency Administration: (Describe the qualifications of the incorporated agency, including experience, support services to be provided for this project and other related projects operated by the agency. Describe the functions of the Board of Directors as they relate to this project.)

Legal Aid Service in its present form was incorporated in 1969 and currently has a staff of approximately 40 people, 17 of whom are attorneys. The program has served between 9,000 - 10,000 low-income clients each year for the last ten years.

Support services will be provided by the Supervising Attorney of the Administrative Law Unit and by the Administrative staff of the program, which includes a Director and an Accountant.

The Board of Directors sets the general policy guidelines for Legal Aid Service. It has approved the formation of the Senior Law Project and it will review periodically the services this project performs for seniors. The volunteer attorney program also has an advisory board which sets general policies specifically for this project.

This project is part of a three-way arrangement between the Multnomah Bar Association, Legal Aid Service and the City through its Aging Service District Centers. Each of the participants has a single representative on the Advisory Board. The Multnomah Bar is responsible for acquiring the attorneys, and the City, through its 8 District Centers, will be responsible for identifying, screening and scheduling clients.

- 10
9. Community Participation: (Describe the citizen involvement in planning this project, the methods and expectations for community involvement in the project's operation. Describe the functions of the Advisory Council as they relate to this project. Describe staff, Advisory Council and Corporate Board relationship.) LA 80/81

Under Title III regulations, the City has policies for citizen input and involvement concerning programs for the elderly. Legal Aid Service has its own annual priority setting meetings attended by low income members of the community each fall. Problems of seniors were accorded one of the top priorities by the participants, and those of institutionalized and homebound were singularly stressed.

The Advisory Board will set general policies of the project. The members will review procedures used in serving the elderly and will be involved in a continuing evaluation of the program.

The Board of Directors, which under LSC Regulation 45 CFR 1607 is comprised of 60% attorneys and 33 1/3% income eligible clients, sets general program wide policies and hires and fires the Executive Director. They also establish the annual budget.

- 11
10. Coordination: (Describe the intentions to coordinate this project with other community organizations and statutory agencies in the service area. Briefly discuss program and service exchanges that may occur. Identify staff positions responsible for these activities.)

The Coordinator will maintain constant contact with the staff of the 8 District Centers and the two Nutrition Sites for assessment of need and for scheduling of the volunteer attorneys.

By virtue of the exchange of information, the Center staff members should become more aware of remedies and referral sources for legal problems encountered by the elderly, and the project staff should become more aware of the services offered by the District Centers and of specific legal needs of seniors.

The staff members of the project who will be involved with this interchange are the Coordinator and the staff attorney. The Center staff members involved will be the Community Services Advisors acting as 8 legal advocates within each center.

EXHIBIT B  
BUDGETS AND ATTACHMENTS

12  
FISCAL SECTION1. Budget Summarya. Funding Recap: (List all sources of funding by amount and source.)

<u>City Support Requested</u>	<u>Amount</u>
<u>Volunteer Coordination III-B</u>	<u>\$16,324</u>
<u>Legal Advocacy III-B</u>	<u>\$ 20,321</u>
Subtotal	<u>\$ 36,645</u>
Required Cash Match      Legal Services Corp.	<u>1,928</u>
Program Income	<u>-0-</u>
Subtotal	<u>38,573</u>
<u>Other Project Support</u>	
TOTAL	<u>\$ 38,573</u>

b. Funding Statement: (Briefly describe the duration of funding from each source listed above.)

The Title III B funds extend from July 1, 1980 through June 30, 1981.

Legal Aid Service funds for support are available during the current year. No other funds are available.

2. Statement of Certification

The information provided herein is, to the best of my knowledge, certifiable and correct.

Authorized Signature

*JR Forester*  
J. R. Forester

Date June 6, 1980

13  
ATTACHMENTS

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Attachments: (Required information is listed below. Forms, if necessary, are included in this section.)

1. Budget Justification Forms

- Budget Worksheet
- Personnel Justification (full-time staff)
- Personnel Justification (part-time staff)
- Materials and Services
- Capital Outlay

2. Project Organization Chart

3. Job Descriptions/Qualifications

4. List of Current Board of Directors

5. List of Current Advisory Council Members

6. Applicant Resume

7. Assurance of Compliance with Section 504, Rehabilitation Act of 1973

8. Map of Service Area

Senior Law Project  
Legal Aid Service --Mulnomah Bar Association, Inc.  
FY 80/81

**APPROPRIATION UNIT  
LINE ITEM WORKSHEET**

Code	Object Title	III-B Volunteer Coordination	III-B Legal Advocacy	Total City Support	Required Cash Match	Total City Contract Amount
110	Full-Time Employees	12,436	16,814	29,250	1,375	30,625
120	Part-Time Employees					
130	Federal Program Enrollees					
140	Overtime					
150	Premium Pay					
170	Benefits	1,741	2,354	4,095	188	4,283
190	Less-Labor Turnover					
100	<b>Total Personal Services</b>	14,177	19,168	33,345	1,563	34,908
210	Professional Services					
220	Utilities					
230	Equipment Rental					
240	Repair & Maintenance					
260	Miscellaneous Services					
310	Office Supplies	137	138	275	96	371
320	Operating Supplies					
330	Repair & Maint. Supplies					
340	Minor Equipment & Tools					
350	Clothing & Uniforms					
380	Other Commodities--External					
410	Education	350		350		350
420	Local Travel	100	100	200		200
430	Out-of-Town Travel	225		225		225
440	Space Rental	600	600	1,200		1,200
450	Interest					
460	Refunds					
470	Retirement System Payments					
490	Miscellaneous	130		130		130
510	Fleet Services					
520	Printing Services	395	105	500		500
530	Distribution Services					
540	Electronic Services					
550	Data Processing Services				269	269
560	Insurance					
570	Telephone Services	210	210	420		420
580	Intra-Fund Services					
590	Other Services--Internal					
200- 500	<b>Total Materials &amp; Services</b>	2,147	1,153	3,300	365	3,665
610	Land					
620	Buildings					
630	Improvements					
640	Furniture & Equipment					
600	<b>Total Capital Outlay</b>					
700	Other					
	<b>TOTAL</b>	16,324	20,321	36,645	1,928	38,573



## PERSONNEL

DATE 6/12/80

AGENCY Legal Aid

FUNDING SOURCE III-B/Legal Advocacy

\*Indicates fringe benefits as a percentage of "Sub-total, Personnel

## PERSONNEL

DATE 6/12/80

AGENCY Legal Aid

FUNDING SOURCE III-B/ Total City Support

\*Indicates fringe benefits as a percentage of "Sub-total, Personnel

## PERSONNEL

DATE 6/12/80

FUNDING SOURCE	Required City match
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\*Indicates fringe benefits as a percentage of "Sub-total, Personnel

BUDGET JUSTIFICATION  
MATERIALS AND SERVICESDATE 6/12/80

PROJECT NO. \_\_\_\_\_

PROJECT TITLE Senior Law Project/ Legal Aid

## VOLUNTEER COORDINATION

To extent possible, use format indicated below.

III-B

CODE	DESCRIPTION OF ITEM AND BASIS FOR VALUATION	ITEM TOTAL	CATEGORY TOTAL
310	Office Supplies @11.42/mo. x 12 months	137	137
410	Training conferences, substantive conferences fees and books	350	350
420	Local Travel ---mileage @ .15/mile and parking	100	100
430	Out of town travel:Western Gerontological Conference	225	225
440	Space Rental: Office space for one staff @ \$50/mo. x 12	600	600
490	Miscellaneous: Postage	130	130
520	Printing Services	395	395
570	Telephone services: 1 line @ \$17.50/mo.x12	210	210

BUDGET JUSTIFICATION  
MATERIALS AND SERVICES

/80

JECT NO.

DATE 6/12/80

PROJECT NO. \_\_\_\_\_

PROJECT TITLE Senior Law Project/ Legal Aid

## LEGAL ADVOCACY

To extent possible, use format indicated below.

III-B

CODE	DESCRIPTION OF ITEM AND BASIS FOR VALUATION	ITEM TOTAL	CATEGORY TOTAL
310	Office Supplies @ 11.50/mo. x 12 mon.	138	138
420	Local travel --mileage @ .15/mile and parking	100	100
440	Space rental: office space for one staff @ \$50/mo. for 12 months	600	600
520	Printing Services	105	105
570	Telephone services--one line @ \$17.50/mo. x 12 months	210	210

BUDGET JUSTIFICATION  
MATERIALS AND SERVICES

DATE 6/12/80

PROJECT NO. \_\_\_\_\_

PROJECT TITLE Senior Law Project/, Legal Aid

TOTAL CITY SUPPORT

To extent possible, use format indicated below.

CODE	DESCRIPTION OF ITEM AND BASIS FOR VALUATION	ITEM TOTAL	CATEGORY TOTAL
310	Office Supplies @ \$23/mo. x 12 months *	275	275
410	Training conferences, substantive conferences fees and books	350	350
420	Local travel: mileage @ .15/mile & parking	200	200
430	Out of town travel: Western Gerontological Conference	225	225
440	Space Rental: Office space for two staff @ \$100/mo. x 12 months	1,200	1,200
490	Miscellaneous: Postage	130	130
520	Printing services	500	500
570	Telephone services -- one line @ \$35/mo. * not exact due to rounding	420	420

BUDGET JUSTIFICATION  
MATERIALS AND SERVICES

DATE 6/12/80

PROJECT NO. \_\_\_\_\_

PROJECT TITLE Senior Law Project/ Legal Aid

Required Cash Match

To extent possible, use format indicated below.

CODE	DESCRIPTION OF ITEM AND BASIS FOR VALUATION	ITEM TOTAL	CATEGORY TOTAL
310	Office Supplies -- \$8/mo. x 12 months	96	96
550	Data Processing Service: LSC bookkeeping and payroll service	269	269

BUDGET JUSTIFICATION  
MATERIALS AND SERVICESDATE 6/12/80

PROJECT NO. \_\_\_\_\_

PROJECT TITLE Senior Law Project /Legal Aid

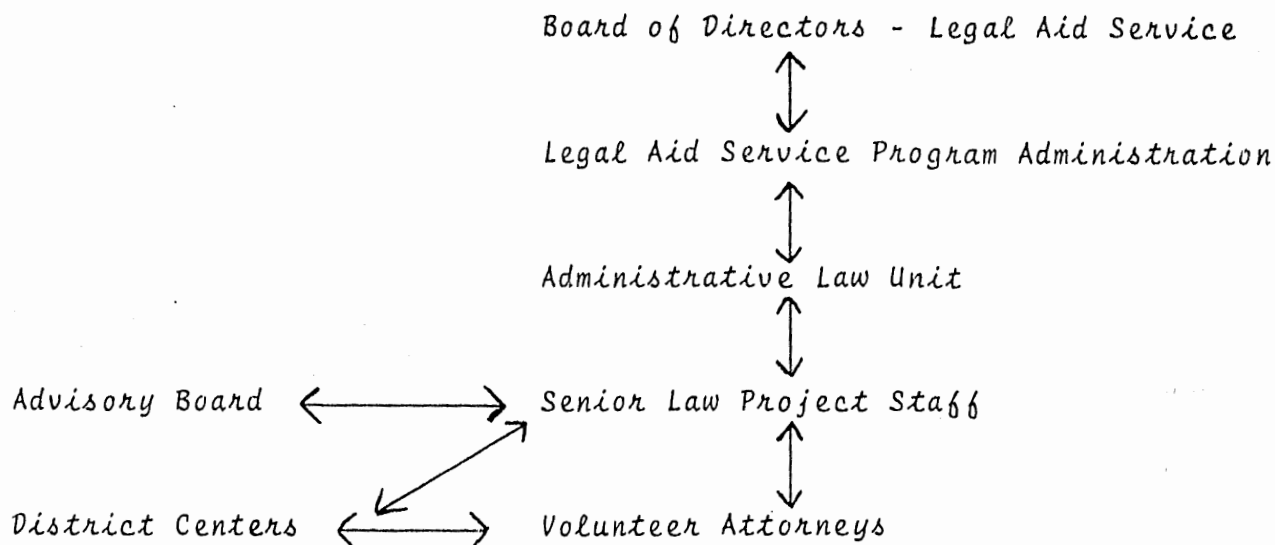
TOTAL CITY CONTRACT AMOUNT

To extent possible, use format indicated below.

CODE	DESCRIPTION OF ITEM AND BASIS FOR VALUATION	ITEM TOTAL	CATEGORY TOTAL
310	Office supplies* @ \$31/mo. x 12 months	371	371
410	Training conferences, substantive conferences fees and books	350	350
420	Local travel: mileage @\$.15 /mile & parking	200	200
430	Out of town travel: Western Gerontological Conference	225	225
440	Space rental: Office space for two staff @ \$100/month x 12 months	1,200	1,200
490	Miscellaneous:postage	130	130
520	Printing services	500	500
550	Data Processing Services: LSC bookkeeping and payroll service	269	269
570	Telephone services: one line @ \$35/mo. x 12	420	420
	*not exact due to rounding		

14  
PROJECT TITLE: LEGAL AID SERVICE - Multnomah Bar Association, Inc.

PROJECT ORGANIZATION CHART:



ATTACHMENT #2

JOB DESCRIPTIONS/JOB QUALIFICATIONS

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JOB DESCRIPTION -- Coordinator

1. Recruits and maintains a panel of attorneys interested in volunteering;
2. Schedules volunteers at designated centers;
3. Maintains records of individuals requesting service from the Volunteer Program;
4. Compiles monthly reports, including data on the number of clients interviewed, types of services requested, number of attorneys participating, and the number of hours donated;
5. Publicizes the program so that target group is aware of the availability of the service;
6. Interviews homebound clients whose cases may be handled by the Legal Aid Administrative Law Unit.

QUALIFICATIONS:

1. BA or equivalent experience;
2. Demonstrated ability to handle descriptions;
3. Sensitivity in relating to the problems of the elderly.

JOB DESCRIPTIONS/JOB QUALIFICATIONS

JOB DESCRIPTION -- Attorney

1. Recruits and maintains referral sources for institutionalized and homebound clients;
2. Schedules and conducts training for senior advocates on legal rights of the target population;
3. Establishes a schedule of institutional visits and keeps record of each visit;
4. Conducts client interview, and accepts and files cases after review by Administrative Law Case Meeting;
5. Maintains records of clients requesting assistance and of the disposition of each such request, and reports on those monthly;
6. Works with Senior groups on legislation affecting target population;
7. Facilitates and participates in priority setting process involving client input on priorities with target population. Maintains record thereof.

QUALIFICATIONS:

1. Member in good standing, Oregon State Bar;
2. Demonstrable commitment to provision of legal services to the elderly poor.
3. Ability to work cooperatively with other attorneys, legal assistants and support staff;
4. Ability to communicate effectively with clients and handle heavy caseload;
5. Prior legal services or similar experience (preferred but not mandatory).
6. Federal court experience.

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JOB DESCRIPTION - DIRECTOR

The Director is Legal Aid Service - Multnomah Bar Association, Inc.'s chief executive, responsible to a 15 member governing Board for the day-to-day administration of the program, including developing, recommending and implementing program policies and goals; insuring program compliance with Board policies and Legal Services Corporation regulations; securing and retaining operating funds; supervising and evaluating program and personnel performance; developing and implementing relevant training for personnel; maintaining constructive relationships with funding sources, bar associations and governmental bodies; managing the fiscal affairs of the corporation; and managing the program's legal work. LAS-MBA also employs a Deputy Director, a Director of Litigation and an Administrator to assist the Director with many of the above duties.

Qualification:

Approval by the Board

Salary Range:

Salary set by the Board with the Annual Budget

EQUAL OPPORTUNITY EMPLOYER

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ATTACHMENT #3

JOB DESCRIPTION - ADMINISTRATIVE ASSISTANT/ACCOUNTING

The Administrative Assistant/Accounting shall fulfill the following program functions:

1. Financial

- (a) Maintain accounting records; general ledger; accounts receivable; accounts payable, etc.;
- (b) Payment of bills;
- (c) Bank deposits and accounts;
- (d) Assist in audits;
- (e) Assist in preparation of budgets.

2. Personnel

- (a) Payroll
- (b) Maintain personnel records -- staff, CETA, etc.

3. Property management and acquisition records;

4. Program statistics;

5. Funding Agencies Fiscal Contact Person

- (a) L.S.C.
- (b) United Way
- (c) CETA - City and County
- (d) Work Study

6. Grant Preparation Assistance

- (a) Fiscal
- (b) Technical

7. Miscellaneous Duties as Requested by Director

Qualifications: Ability to fulfill the general duties outlined above.

Salary Range: \$12,000 - \$16,000 plus 17% fringe benefits with cost of living adjustment.

EQUAL OPPORTUNITY EMPLOYER

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ATTACHMENT #3

17  
PROJECT TITLE: LEGAL AID SERVICE - Multnomah Bar Association, Inc.

List of Current Board of Directors: (Indicate Chairperson by an asterisk (\*).)

NAME/ADDRESS	TELEPHONE	TERM
Kristena LaMar(*) (MBA)	111 S.W. Columbia Portland, OR 97201	226-1191 3/81
Kurt Engelstad (Urban Indian Ctr.)	1634 S.W. Alder St. P.O. Box 1565 Portland, OR 97207	241-5671 3/82
Clifford Freeman (NAACP)	514 S.W. 6th Ave. Portland, OR 97204	225-9100 3/81
Lois Portnoy (ACLU)	400 Powers Bldg. 65 S.W. Yamhill St. Portland, OR 97204	221-1188 3/82
Paul J. Kelly, Jr. (MBA)	700 Yeon Bldg. 522 S.W. 5th Ave. Portland, OR 97204	222-6491 3/83
Guy Randles (MBA)	900 S.W. Fifth Ave. Portland, OR 97204	224-3380 3/82
Richard Slottee (Law School)	1018 Bd. of Trade Bldg. 310 S.W. Fourth Ave. Portland, OR 97204	222-6429 3/82
Ron Fontana (MBA)	430 S. W. Morrison Portland, OR 97204	221-1792 3/83
Gary J. Zimmer (Multnomah Co.)	1402 Standard Plaza 1100 S.W. 6th Ave. Portland, OR 97204	228-6191 3/81
Tom Rocks (Member at Large)	3306 N.W. Thurman Portland, OR 97210	228-9853 3/81
Susi Archer (PACT)	4425 S. E. Ivon Portland, OR 97206	239-7752 244-6111 3/82
Al Green (Albina Action Ctr.)	1634 N. E. Saratoga Portland, OR 97211	289-0039 3/81

ATTACHMENT #4

PROJECT TITLE: LEGAL AID SERVICE - Multnomah Bar Association, Inc.List of Current Board of Directors: (Indicate Chairperson by an asterisk (\*).)

(CONTINUED)

NAME/ADDRESS	TELEPHONE	TERM
Robyn Hortsch (MCCAA) P. O. Box 06422 Portland, OR 97206	775-5554	3/81
Bob Nash (N.W. Pilot Project) Hamilton Hotel, Rm 352 1024 S.W. 3rd Ave. Portland, OR 97204	228-4194	3/81
Odessa Ware (NCAC) 8832 N. Syracuse #617 Portland, OR 97203	286-8019	3/82

ATTACHMENT #4-A

[illegible]

ATTACHMENT #5

APPLICANT AGENCY RESUME

149875

LA  
80-81

Applicant Agency Legal Name: LEGAL AID SERVICE - Multnomah Bar Association, Inc.	Date of Incorporation: April 23, 1969
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Type of Organization:

Public \_\_\_\_\_  
Private Non-Profit   X    
Private-Profit \_\_\_\_\_  
Other ( \_\_\_\_\_ ) \_\_\_\_\_

Short Statement of Agency Purpose:

*Provides free legal advice and representation to low income persons in Multnomah County, Oregon.*

Major Agency Bank Account  
(give name of bank, address and contact person):  
*First National Bank of Oregon  
Portland Main Branch*

Fiscal Accounting Arrangement  
(give name of staff responsible or, if by contract, name of agency, address and contact person):  
*Eileen Renfro*

Does Applicant Agency have federal tax exempt status? Yes   X   No \_\_\_\_\_

Does Applicant Agency have liability, fire and theft insurance? (List the kind of insurance, the amount, expiration date and name of Insuring Agent.)

*See the insurance -- Cover Page attached*

Are key staff bonded? Yes   X   No \_\_\_\_\_  
(List individuals, by name and position, who are bonded, amount and name of Insuring Agent.)

*Blanket Bond*

*(See the insurance cover page attached)*

Description of Lease Arrangement: (Describe terms of lease agreement, e.g., dates, excluded activities and other conditions or other arrangements for space availability.)

*Legal Aid Service has a five year lease on the premises involved entered into on the 1st of April, 1979, and expires March 30, 1984.*

ATTACHMENT #6

Assurance of Compliance with  
"Nondiscrimination on Basis of Handicap"  
Section 504 of the Rehabilitation Act of 1973

Legal Aid Service, Inc (hereinafter called the "Contractor"), HEREBY

AGREES THAT it will comply with "Nondiscrimination on Basis of Handicap" Section 504, of the Rehabilitation Act of 1973, dated June 3, 1977, (hereinafter referred to as Section 504) and procedures established by City of Portland, Human Resources Bureau, Aging Services Division (hereinafter referred to as the Area Agency on Aging - AAA). The regulation defines and forbids acts of discrimination against qualified handicapped persons in employment and in the operation of programs/activities receiving assistance from the Department of Health Education and Welfare. The Contractor hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

As an employer, the Contractor agrees to make reasonable accommodation to the handicaps of applicants and employees unless the accommodation would cause the employer undue hardship, as defined in Section 504. This extends to all phases of employment including recruitment, selection and placement, compensation, promotion and transfer, disciplinary measures, demotions, layoffs and terminations, testing and training, daily working conditions, awards and benefits, and all other terms and conditions of employment.

The Contractor shall submit to the AAA, for analysis and recommendations, copies of their affirmative action plan and personnel policies which include provisions that assure the following:

1. No qualified handicapped person shall, on the basis of handicap, be subjected to discrimination in employment by the Contractor.
2. The Contractor shall make all decisions concerning employment in a manner which ensures that discrimination on the basis of handicap does not occur and may not limit, segregate, or classify applicants or employees in any way that adversely affects their opportunities or status because of handicap.
3. The Contractor shall not participate in a contractual or other relationship that has the effect of subjecting qualified handicapped applicants or employees to discrimination.
4. The Contractor shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant or employee.

5. The Contractor shall not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation.

149875  
80-81

As a provider of community services, the Contractor shall take appropriate steps in accordance with the established procedures, to assure that no qualified handicapped person, because of the Contractor's facilities are inaccessible to or usable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity. The Contractor's programs and activities, when viewed in its entirety, will be readily accessible to handicapped persons.

The Contractor hereby recognizes and agrees that an Assurance of Compliance with Section 504 is given in consideration of and for the purpose of obtaining any and all AAA contracts or other financial assistance extended after the date hereof to the Contractor by the AAA, including installment payments after such date on account of applications for AAA financial assistance which were approved before such date. The Contractor recognizes and agrees that such AAA financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the AAA shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Contractor, its successors, transferees, and assignees, and the person whose signature appears below is authorized to sign this Assurance on behalf of the Contractor.

Dated this 9<sup>th</sup> day of 8 1979.

By



Title Director

310 S.W. 4th Ave., Room 900

Contractor's mailing address

Portland, OR 97204

Service Area (Draw the boundaries of the service area of this project in heavy black lines on the map provided below.)

Project Title: \_\_\_\_\_  
SENIOR LAW PROJECT  
LEGAL AID

SERVICE AREA: PORTLAND/MULTNOMAH COUNTY

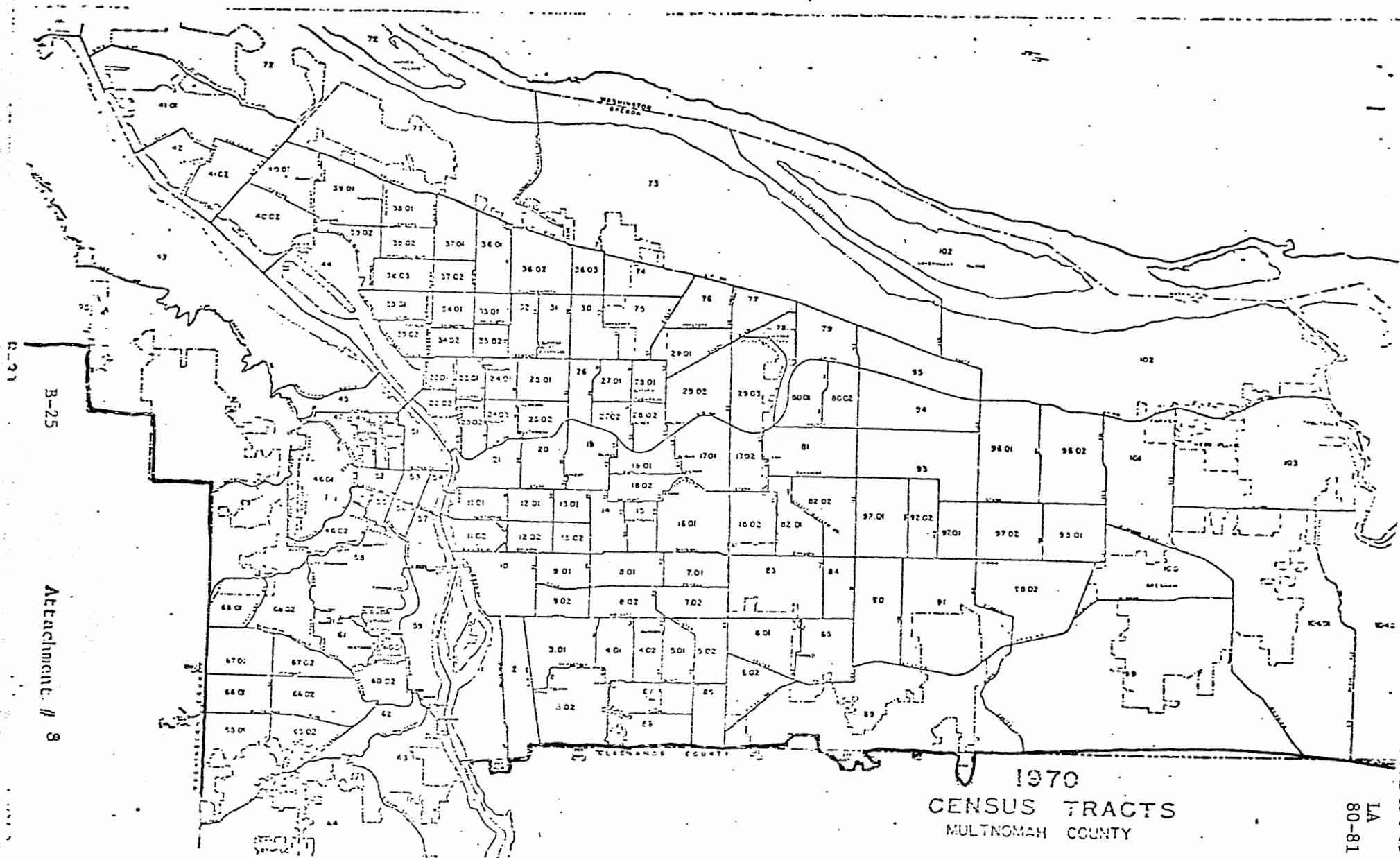


EXHIBIT C

REQUIRED REPORTING AND FORMS PROCEDURES

LEGAL AID SERVICE

Monthly Report

Revised June 80

149875

LA  
80-81

	This Month	YTD
<b>A. Services at District Service Centers</b>		
1. Number of clients interviewed	_____	_____
2. Number of clients eligible for service	_____	_____
3. Number of attorneys participating	_____	_____
4. Attorney hours (total)	_____	_____
a. At the center	_____	_____
b. On follow-up work	_____	_____
<b>B. Referrals to Legal Aid Service</b>		
1. Number of cases referred	_____	_____
2. Number of referrals accepted	_____	_____
<b>C. Home Visits</b>		
1. Number of clients visited	_____	_____
2. Number of hours donated	_____	_____
<b>D. Nursing Home Services</b>		
1. Number of Schedules established	_____	_____
2. Number of visits	_____	_____
3. Number of Cases accepted	_____	_____

**E. PRESENTATIONS/TRAINING SESSIONS**

Date	Location	Topic	Attendance
------	----------	-------	------------

## F. Litigation and Legislation

Number of cases filed

This  
Month

YTD

Number of legislative issues pursued

## G. Recruitment of Volunteer Attorneys

1. Number of attorneys on the list as of the first day of the month
2. Number of new attorneys enlisted during the month
3. Number of attorneys dropped from the list during the month

Completed or Reviewed by



AAA 103.04 (Revised 9/79)

CODES: Client ServicesHousing

- 11 - Housing location
- 12 - Moving assistance
- 13 - Subsidized housing
- 14 - Major home repair
- 15 - Minor home repair (construction)
- 16 - Minor home repair (maintenance)
- 17 - Yard work
- 18 - Winterization
- 19 - Home security

Social Contact

- 21 - Friendly visiting
- 22 - Telephone reassurance
- 23 - Volunteer opportunities
- 24 - Education
- 25 - Recreation
- 26 - Escorted Group Activity

Information/Service Utilization

- 31 - Information
- 32 - Outreach
- 33 -
- 34 - Pre-retirement counseling
- 35 - Discretionary Service Units
- 36 - Escort
- 37 - Advocacy
- 38 - Scheduling
- 39 - Personal business

Income

- 41 - Emergency assistance
- 42 - Assistance in applying for government financial programs
- 43 - Adjustment of government benefits
- 44 - Financial assistance (other)
- 45 - Employment
- 46 - Subsidized employment
- 47 - Discounts/rebates

Transportation

- 51 - Transpo for housing
- 52 - Transpo for social contact
- 53 - Transpo for information/service utilization
- 54 - Transpo for income
- 55 - Transpo for congregate dining
- 56 - Transpo for shopping
- 57 - Transpo for protective/legal
- 58 - Transpo for work/school
- 59 - Transpo for health

In-home Assistance

- 61 - Housekeeper
- 62 - Housekeeper (MFS Only)
- 63 - Homemaker
- 64 - Homemaker Level I (MFS only)
- 65 - Homemaker Level II (MFS only)
- 66 - Home health care
- 67 - Personal care assistance

Protective/Legal

- 71 - Legal assistance
- 72 - Legal education
- 73 - Arrangement of guardianship/conservatorship
- 74 - Arrangement for protective living
- 75 - Money management
- 76 - Supportive counseling
- 77 - Nursing home placement
- 78 - Crisis Counseling
- 79 - Hours (PS only)

Nutrition

- 81 - Home delivered meals
- 82 - Congregate meals
- 83 - Nutrition counseling/education
- 84 - Food buying
- 85 - Shopping assistance (food)
- 86 - Food growing
- 87 - Meal preparation

Health

- 91 - Health screening
- 92 - Health education (diabetic clinic, etc.)
- 93 - Medical equipment
- 94 - Physical/occupational therapy
- 95 - Mental health services
- 96 - Detoxification
- 97 - Dental care
- 98 - Physician/out-patient care
- 99 - In-patient care, (hospital, etc.)
- 01 - Podiatry care
- 02 - Eye care
- 03 - Adult day care
- 04 - Hearing and speech

Contract Agency \_\_\_\_\_

Social Services Division

Accounting Unit

Address \_\_\_\_\_

522 SW Fifth Ave., 8th Fl. Yeon Bldg.

Portland, Oregon 97204

City \_\_\_\_\_ State \_\_\_\_\_

Phone: 248-4752

Contract # \_\_\_\_\_ Contract Period: From \_\_\_\_\_ To \_\_\_\_\_

Funding Source \_\_\_\_\_ Service Category \_\_\_\_\_

Advance Received \_\_\_\_\_ Reimbursement Request for \_\_\_\_\_ month &amp; year

CODE	OBJECT TITLE	CURRENT PERIOD REQUEST	YEAR TO DATE REQUEST	CURRENT BUDGET	BALANCE
110	Full-Time Employees				
120	Part-Time Employees				
170	Benefits				
100	Total Personnel Services				
210	Professional Services				
220	Utilities				
230	Equipment Rental				
240	Repair and Maintenance				
260	Miscellaneous Services				
310	Office Supplies				
320	Operating Supplies				
330	Repair and Maint. Supplies				
340	Minor Equipment and Tools				
380	Other Commodities-External				
410	Education				
420	Local Travel				
430	Out-of-Town Travel				
440	Space Rental				
490	Miscellaneous				
520	Printing Services				
550	Data Processing Services				
560	Insurance				
570	Telephone Services				
590	Other Services-Internal				
	Others, Specify Below				
200	Total Materials & Services				
500					
620	Buildings				
630	Improvements				
640	Furniture & Equipment				
600					
	TOTAL				

ATTACH TO THIS INVOICE:

1. Supporting documentation for all costs or expenditures grouped by expenditure object category. (Attach adding machine tape to each group of supporting documents.)  
INVOICE & SUPPORTING DOCUMENTS ARE TO BE SUBMITTED TO THE CITY NO LATER THAN THE FIFTEENTH WORKING DAY FOLLOWING MONTH END.

I certify that the information pertaining to this request is true and complete to the best of my knowledge

Signed \_\_\_\_\_ Date Signed \_\_\_\_\_

Title \_\_\_\_\_ Phone \_\_\_\_\_

PORTLAND HUMAN RESOURCES BUREAU  
SOCIAL SERVICES DIVISION

PROCEDURES FOR CONTRACT MODIFICATIONS

WHY?

Contract modifications are required in the following situations:

- change in total contract amount (increase or decrease)
- changes in staff salaries
- changes in staff positions to be supported through the contract
- changes in line item budget
- changes in number or type of services to be provided
- other substantial changes

HOW?

Contracts may be modified in 3 ways:

- ordinance-authorized by City Council
- contract change order-approval by Social Services Manager , Human Resources Bureau Executive Director, and Commissioner-in-Charge
- initial-by both parties

<u>Type of Change</u>	<u>Modification Procedure</u>
Total funds increase/decrease	Ordinance
Total same line item changes	Change Order
Staff salary	Change Order
Staff position	Change Order
Service Objectives	Change Order
General/special conditions	Ordinance/change order
Other substantial changes	Ordinance/change order
Clerical errors	Initial by both parties

PROCEDURE:

A. Initiated by City:

1. The City shall inform the Contractor in writing what and why changes are required, what information (if any) is needed from the Contractor to make such changes and what modification procedures will be utilized.

2. City staff shall be responsible for obtaining necessary materials from the Contractor or shall prepare revised materials (to include revised contract or project applications pages) and amendment form, as necessary.
3. Contractor shall review material and indicate approval formally or informally.
4. If an Ordinance is required:
  - City staff shall prepare and file Ordinance
  - City shall notify Contractor of action on Ordinance
  - If authorized by City Council, Contractor shall sign three (3) copies of amendment (if not already signed) and return to designated City office
  - City staff shall obtain necessary City signatures
  - Amendment goes into effect when both parties have signed and the changes are documented in the City Auditor's Office
  - Fully signed copy shall be returned to the Contractor
5. If change order procedure is utilized:
  - City staff shall prepare change order
  - Program Staff, Accountant, Division Manager, HRB Executive Director, and Commissioner-in-Charge shall review and indicate approval
  - Contractor shall sign Amendment and return to City
  - Amendment goes into effect when City and Contractor signatures are obtained

B. Initiated by Contractor:

1. Contractor shall submit a letter to the Unit Director requesting modification. This letter should contain the following information:
  - a. Specific changes desired (e.g. increase printing by \$500, decrease local travel by \$200 and decrease office supplies by \$300).
  - b. Reason or need for changes (e.g. the newsletter mailing list has doubled so more copies are printed; counselors are carpooling in an effort to save gasoline).
  - c. Statement regarding how these changes will affect the provision of services (e.g. line item changes are more consistent with actual spending patterns and services will continue to be delivered as specified in the contract).

2. The Contractor shall prepare revised project application pages as follows:

a. BUDGET CHANGES

(1) Budget Worksheet

The budget worksheet must include the following columns for each funding source to be modified:

current  
+ or -  
revised

If the contract includes a funding source which is not to be modified, a column must be included for this current breakdown.

If the contract includes more than one funding source, the budget worksheet must also include columns for the following:

current total  
total + or - (omit if only 1 funding  
revised total source changes)

The budget worksheet must include the name of the contract agency and the contract number in the upper left hand corner.

The budget worksheet must include the date of the revision in the lower right hand corner (this date should correspond with the date of the letter requesting the modification).

(SEE SAMPLE)

(2) Budget Justification Sheets

A full set of original budget justification sheets must be submitted, showing the total justification as revised. It is not necessary to show + or - on the justification sheets.

The budget justification forms should be consistent with the budget worksheet columns for the revised funding for each source and for the revised total.

Even if a budget justification sheet does not change, a new original must be prepared (e.g. pink sheet, typed original) to meet the contract requirements of the City Auditor's office.

Each budget justification sheet must be completed in full:

DATE - date of revision request (put this new date even if no changes were made on a particular page.

PROJECT NUMBER - contract number assigned by the City.

PROJECT TITLE - name of agency and service (if there are multiple contracts with the Human Resources Bureau e.g. PACT Senior Service Center).

### (3) Miscellaneous Comments on Budget Changes

All changes shown on the budget worksheet or the budget justification pages should be addressed in the letter requesting the modification.

A modification is not required for any line item changes in materials and services in which that line will not be over-expended by 5% of the line item or \$1,000, whichever is less. Formal modification is not required for lines which will be underexpended.

e.g., if line 420 in the contract is \$1,000 and if there is an expected overspending of \$48, a contract modification is not required because \$48 is less than 5% of \$1,000.

If this \$48 will come from line 310 office supplies, no change is required because you will simply underspend line 310 by \$48.

Any changes in staff positions (increase in salary, change in % of time or number of months on project) requires a modification. A modification is not necessary if an individual is being paid at a lower rate of pay for a given position.

If an authorized position is to be filled by a different person, please notify the City accountant to assist in speedy processing of your invoices. A contract modification is not required.

### b. SERVICE CHANGES

- (1) OBJECTIVES - (Project Narratives, Section 3)  
A revised objective section should be submitted showing the revised number or type of services to be provided or the revised period in which services will be provided.

(The need for these changes and the impact should be discussed in the letter requesting the modification).

- (2) ACTIVITIES - (Project Narrative, Section 4)

Revised activities pages must be submitted only if changes are made. These activity pages will be used as a basis for monitoring the provision of services, so they should reflect current practices and procedures.

c. OTHER PROGRAM OR MANAGEMENT CHANGES

Other program or management changes will be handled on a case by case basis. Consult the City Staff responsible for contract development for specific requirements.

3. Contractor shall submit letter and revised pages as described above to Human Resources Bureau Unit Director.
4. Social Service Unit staff shall review the request for completeness and impact and shall make a determination about which modification procedure shall be utilized.

- a. If Unit Staff supports the requested change and if an Ordinance is required, City Staff shall prepare the contract amendment prepare the ordinance and complete the regular Human Resources Bureau ordinance review process. If authorized by City Council, the Contractor shall sign 3 official copies and return to the City for City signatures and processing. A signed copy will be returned to the Contractor.
- b. If unit staff supports the request and if a change order is to be used, City staff shall prepare the change order.

The contract change order along with the letter of request and modified pages shall be submitted for review and approval to our Accountant, Manager of Social Services, Human Resources Bureau Executive Director and the Commissioner-in-Charge.

If approved, the original change order shall be filed in the City Auditor's Office. Copies shall be provided to the Contractor, the Fiscal Unit and the responsible Program Unit.

The Contract change order becomes effective when all City signatures have been obtained.

- c. If Unit Staff does not support the request, the Contractor shall be notified. The request may be denied or additional information or documentation may be requested.

SCHEDULE OF MODIFICATIONS

Contract modifications will be accepted within 30 days of receipt of completed quarterly progress reports or at other times as directed or approved by the responsible Program Unit.

CITY OF PORTLAND/HUMAN RESOURCES BUREAU  
SOCIAL SERVICES DIVISION  
CONTRACT REIMBURSEMENT PROCEDURES

1. Reports are due monthly on the fifteenth (15th) working day following the end of the month. Reimbursement request shall be mailed directly to the Accounting Unit:

Human Resources Bureau  
Social Services Division  
Accounting Unit  
522 S.W. Fifth Ave., 8th Floor  
Yeon Building  
Portland, Oregon 97204

2. Reports not received by the deadline shall not be processed until the next month. This will result in a delay in payment.
3. City forms must be used. If additional forms are needed, please contact the Accounting Unit (248-4752).
4. Materials to be submitted each month are as follows:
  - a) A separate Reimbursement Request Form for each funding source and each service category requiring City reimbursement as included in the approved contract budget.

e.g. -- I & R -- III-B  
Admin. -- OPI  
Admin. -- General Fund  
Meals -- III-C-1  
General Fund  
Other
  - b) A Reimbursement Request Form for Required Match, as included in the approved budget.
  - c) A Reimbursement Form showing Project Income/Contributions collected.
  - d) A Reimbursement Form showing total City reimbursement.
  - e) Supporting documentation showing proof of payment (attached to respective Reimbursement Request Forms). This may include:

copies of checks  
copies of bills  
payroll register  
etc.

5. Supporting documentation is to be attached to each request form, including the Required Match (copies of documentation are not necessary for the Total City Reimbursement).

For each request form, documentation is to be grouped by line item. (Attach adding machine tape to each group of supporting documents.)

Please Note: For purposes of fiscal reporting, Match included in the contract requires the same documentation as City Support requested.

6. If a piece of documentation is applicable to more than one funding source (or match), write on the supporting documentation how much is to be applied to each funding source/service category.
7. The "indirect cost" line item may be used to cover any costs incurred in support of the services included in the contract. Documentation/proof of payment must be submitted for each reimbursement requested.
8. Grant or Agency policy requires that expenditures be reported in dollars and cents. *DO NOT ROUND TO THE NEAREST DOLLAR!*
9. Reimbursement requests must be typed or written in ink.
10. Reimbursement Request Forms must be signed in ink by an authorized person designated by the Agency. Each agency must submit to the City the names of all persons authorized to sign these reports. The Agency is responsible for notifying the City in writing of any changes in authorized signatures.
11. The reimbursement request must be made against the current authorized contract. Each agency is responsible for notifying appropriate personnel of budget changes.
12. Incomplete or incorrect Reimbursement Request Forms will be returned to the Contractor for completion or correction.
13. Match expenditures will be analyzed quarterly as part of the monitoring procedures. Corrective action plans will be developed if necessary to assure contract compliance.

Corrective action may include: withholding of funds, suspension, or termination of the contract.

If match is not produced in accordance with the approved contract by the third (3rd) quarter of the budget year, the City will reduce its contribution to maintain the established ratio of shared costs. (For AAA District Centers, this ratio is a minimum of 90/10 City/Agency share for Discretionary Services. For other contracts, the level of required match has been negotiated.)

14. Upon receipt of completed reimbursement forms, the Accounting Unit staff reviews the request for accuracy and compliance with the approved budget, prepares payment authorization, and submits the reimbursement package to the Program staff.
15. Program Staff reviews the package and signs off, if request complies with regard to appropriate service delivery. Reimbursement request will be held until Program reports are received.
16. Principal Accountant reviews the package, approves payment, and forwards the package to Accounts Payable at City Hall.

17. Accounts Payable reviews the package, approves payment, and processes the package for the computer to fill out the warrant (check). Computer runs are made every Tuesday and Thursday evenings.
18. Checks are returned to Accounts Payable for verification of computer run.
19. The computer run is forwarded to the Auditor's Office for auditing and release (mailing) of the warrant.
20. Total estimated turnaround time is two weeks from the time a completed package leaves the Human Resources Bureau. HRB staff can usually complete its work within two days, if the requests are complete and correct, and program reports have been received.
21. In the event of an emergency or other unusual circumstances, as approved by the Principal Accountant, a manual warrant may be issued within 72 hours. A manual warrant process will not be utilized on a regular basis.

We hope that these procedures will clarify what is expected of Agency staff in the filling out and processing of these documents. If you have any questions or need further information, please feel free to call the Accounting Unit or Social Services Contract Management staff at 248-4752.

## ORDINANCE No. 149875

An Ordinance authorizing an agreement with LEGAL AID SERVICE - MULTNOMAH BAR ASSOCIATION, INC., at a cost not to exceed \$36,645, to provide legal services to the elderly residents in Portland/Multnomah County for the period July 1, 1980, through June 30, 1981, under the Human Resources Bureau, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Pursuant to Ordinance # the City approved the Fiscal Year 1980-81 Annual Plan of Action for Aging Services which includes the provision of legal services to the elderly residents in Portland/Multnomah County.
2. Pursuant to Ordinance #148397, the City entered into Contract #18167 with LEGAL AID SERVICE - MULTNOMAH BAR ASSOCIATION, INC., to provide legal services to the elderly residents in Portland/Multnomah County.
3. Funds have been budgeted and are available in the Fiscal Year 1980-81 City budget to continue legal services for the period July 1, 1980, through June 30, 1981, subject to its adoption by City Council.
4. A match provided by LEGAL AID SERVICE - MULTNOMAH BAR ASSOCIATION, INC., is included in the amount of \$1,928 for the period July 1, 1980, through June 30, 1981.
5. LEGAL AID SERVICE - MULTNOMAH BAR ASSOCIATION, INC., is a duly constituted and legal non-profit corporation and is certified by the Bureau of Financial Affairs Contract Compliance Division as an EEO Affirmative Action Employer.
6. It is appropriate, therefore, that the Commissioner-in-Charge and the Auditor execute, on behalf of the City, an agreement with LEGAL AID SERVICE - MULTNOMAH BAR ASSOCIATION, INC., at a cost not to exceed \$36,645, to provide legal services to the elderly residents in Portland/Multnomah County for the period July 1, 1980, through June 30, 1981, under the Human Resources Bureau, similar in form to Exhibit A.

NOW, THEREFORE, the Council directs:

- a. The Commissioner-in-Charge and the Auditor are hereby authorized to execute on behalf of the City, an agreement with LEGAL AID SERVICE - MULTNOMAH BAR ASSOCIATION, INC., at a cost not to exceed \$36,645, to provide legal services to the elderly residents in Portland/Multnomah County for the period July 1, 1980, through June 30, 1981, under the Human Resources Bureau, similar in form to Exhibit A.

**ORDINANCE No.**

Section 2. The Council declares that an emergency exists because delay in the enactment of this Ordinance may disrupt the delivery of legal services to the elderly, therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **JUN 26 1980**

Commissioner Francis Ivancie  
Barbara Patrick:src  
June 16, 1980

*George F. Fitch*  
Auditor of the City of Portland

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie		
Jordan		
Lindberg		
Schwab		
McCready		

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Calendar No. 2270

## ORDINANCE No. 149875

### Title

An Ordinance authorizing an agreement with Legal Aid Service - Multnomah Bar Association, Inc., at a cost not to exceed \$36,645, to provide legal services to the elderly residents in Portland/Multnomah County for the period July 1, 1980, through June 30, 1981, under the Human Resources Bureau, and declaring an emergency.

Filed JUN 19 1980

GEORGE YERKOVICH

Auditor of the CITY OF PORTLAND

By George Crall

Deputy

INTRODUCED BY
Commissioner Ivancie

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities <b>FJIMK</b>
Works

BUREAU APPROVAL
Bureau:
HUMAN RESOURCES BUREAU
Prepared By <u>BP</u> Date:
Barbara Patrick June 16, 1980
Budget Impact Review:
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head:
Erma Hepburn <u>Erma Hepburn</u>

NOTED BY
City Attorney
City Auditor
City Engineer <u>[Signature]</u>