

CONTRACT FOR SERVICES

151822

SECTION I: PARTIES TO THE CONTRACT

CITY OF PORTLAND ("City"), City Hall, 1220 S. W. Fifth Avenue, Portland, Oregon 97204, and LEGAL AID SERVICES - MULTNOMAH BAR ASSOCIATION, INC. ("Contractor"), 310 S. W. 4th Avenue, Room 900, Portland, Oregon 97204.

SECTION II: CONTRACT SUMMARY

Contractor agrees to provide legal services 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 PERFORMANCE

Performance under this contract shall commence July 1, 1981, and continue through June 30, 1982, unless extended by City Council action.

SECTION IV: AGREED CONTRACTOR - PROJECT OPERATION

- A. Contractor shall, by June 30, 1982, 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 10% match (\$4,072), 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 service.
- E. The use or disclosure by a party of any information concerning a recipient of services purchased under this contract, for any purpose not directly connected with the administration of or program evaluation by 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, forwarded, and training sessions scheduled.
- B. Required program reports shall be submitted by 3 p.m. of the fifth (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 meetings 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; and
- 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 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 of services and effective program management.
- G. City shall conduct on-site contract and facility reviews in accordance with a schedule developed by City.
- 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 \$6,108, 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 supporting documentation attached. All supporting documentation shall be annotated with the check number, budget line item number, service category, and funding source. Reimbursement requests shall be received by the fifteenth (15th) working day of each month. Reimbursement requests not received by the specified time shall be delayed and processed for payment the following month, or may result in suspension or in termination of contract. (Please note that suspension means that any expenses incurred during this period shall be the sole responsibility of the Contractor.) Payments shall also be delayed, 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. Retention of advances shall be predicated upon timely submission of reimbursement requests.
- 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 in excess of two hundred dollars (\$200) per item, hereunder, shall be for cash and not include any credit terms, and shall be reported to the City within ten (10) days, tagged by the City, included in the City's Property Control, and shall be the property of the City. Contractor shall maintain a current log (refer to Exhibit C) and copies of these logs shall be submitted with the final reimbursement. All non-expendable items shall be returned to the City within ten (10) days after contract termination.
- K. Contractor shall also maintain a current log (refer to Exhibit C) of all non-consumable supplies purchased under this contract. Non-consumable means items with a minimum value of twenty-five dollars (\$25) per item and a maximum value of two hundred dollars (\$200) per item. Copies of these logs shall also be submitted with the final reimbursement. All such items shall be returned to the City within ten (10) days after contract termination.

SECTION VIII: GENERAL CONDITIONS

- A. Contractor shall abide by all federal, state, and local regulations, policies, and procedures governing project operations, management, and service delivery. The funds shall be used solely 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 party 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.
 - (5) that the Contractor has qualified (a) as a direct responsibility employer under ORS 656.407 (Workers Compensation), or (b) as a contributing employer under ORS 656.411, or (c) if the contract is to be performed without the assistance of others, that Contractor has signed a joint declaration with the City that the services are rendered as an independent contractor.
- C. 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.
 - D. 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 it agrees 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.
 - E. 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.
 - F. Compensatory time accrued by an 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.
 - G. 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.

- H. 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 a 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. 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").
- D. The Contractor agrees to submit documentation as required by the City to support waivers of contract policies and requirements granted by the City.
- E. The Contractor shall use the service definitions as set forth by the City and standardized reporting forms as developed and provided by the City.
- F. Contractor shall enter into written agreements with the other Portland/Multnomah Area Agency on Aging service providers to specify and clarify procedures of coordination.
- G. 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.
- H. 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.

- I. The Contractor shall:
- (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 internal controls to safeguard and account for all contributions;
 - (4) use all contributions in accordance with OEA Policy and Procedures Manual: Part III, Section 23, "Income Definitions and Match;"
 - (5) 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
 - (6) not require older persons to disclose information regarding income or resources as a condition for providing services.
- J. Contractor shall continue or initiate efforts to obtain support from other sources.
- K. The Contractor agrees that a written request for modification which results in a reduction in the number or type of services may result in a reduction of funds available from the City under this contract.
- L. No employee of the Contractor or member of the Contractor's governing board or body or persons who exercise any responsibilities under this contract shall participate in any decision relating to this contract which affects his outside, personal pecuniary interests.
- M. Contractor shall notify the City of any change in operating hours or closure of the agency for any reason other than those holidays which are designated in the contract by 9 a.m. of the date of change or closure.
- N. Contractor shall submit any corrections to monthly program reports and client tracking documents no later than 90 days after the end of the quarter during which the service occurred; with the exception of year end close out. Any corrections to fourth quarter program reports and client tracking documents must be submitted within 30 days from the end of the contract period.

- O. The Contractor shall, within ten (10) days of the execution of this contract, notify the City, in writing, of the staff person who shall be responsible for the performance of the Contractor's staff under this contract and the staff person to whom official correspondence regarding performance under this contract shall be sent.

SECTION X: CONTRACT MODIFICATION

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 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 Erma E. Hurdum
Executive Director

By _____
Authorized Representative

APPROVED AS TO FORM

CITY OF PORTLAND

By _____
City Attorney

By _____
Commissioner of Public
Utilities

By _____
City Auditor

1. Project Title Senior Law Project

2. Type of Application (check one) New Continuing

3. Applicant Agency:

Name Legal Aid Service-Multnomah Bar Association, Inc.

Address 310 S.W. Fourth, #900

Portland, Oregon 97204

Phone Number 224-4094

Project Director J.R. Forester

Official Authorized to Bind Agency J.R. Forester

Financial Officer Eileen Renfro

4. Contract Period: From July 1, 1981 To June 30, 1982

5. Budget Period: From July 1, 1981 To June 30, 1982

6. City Support Requested \$36,645*

* Requested amount is \$41,042, which includes 12% cost of living increase.
\$36,645 is the amount allowed by the City at the time of the
submission of this contract.

PROJECT NARRATIVE1. Summary of Project

Describe in 300-400 words the project plan presented in this application. The summary should be able to stand by itself as a clear and complete description of the project.

Address:

- Statement of Problem (Provide a concise description of the conditions and problems to be addressed by the project. Use quantifiable, measurable terms.)
- Project Goals (State the intent of the project to change, reduce, or eliminate the problem(s) identified above.)
- Strategies for Delivering Services (Describe the general approach to meeting the goals stated above.)

1. STATEMENT OF PROBLEM

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 Multnomah County, of 21,276 persons aged 60 and older living below poverty level, an estimated 4,870 require legal services.

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. These barriers are compounded geometrically for those in nursing homes and homebound. A special outreach effort is absolutely mandatory to serve the institutionalized and the elderly.

The paper "Legal Services and the White House Conference on Aging", prepared by the National Senior Citizen Law Center, identified legal issues relating to health care, protective services, in-home support cases and long term care and income maintenance.

1. Health Care. Legal advocates represent individuals in areas of Medicare, Medicaid, private health care insurance, black lung disease, and overbilling by providers.
2. Protective Services. Legal advocates are often the leading forces in developing less restrictive alternatives such as powers of attorney and estate planning devices.
3. Long-term care. Cases include those relating to eligibility for adequate public benefits, the prevention of transfers, and quality of care problems. Class actions have involved difficult issues of access to facilities by community groups and the level of reimbursement rates. Nursing home and boarding home problems are serious and omnipresent.

Other areas of need include:

1. Income maintenance. Medicaid, SSI, Medicare, railroad retirement. Pension and annuity cases often demand attention from legal services providers and can mean thousands of dollars annually to whole classes of elders.
2. In-home support services. Often the real key to independent living for frail and 'at risk' elders, eligibility and level-of-benefit issues abound on both an individual and class basis. Providers played a major contributing role in defeating a proposed cutback in such services in 1978.
3. In addition to those special legal problems, the elderly have problems common to the population as a whole, although a great portion of their legal concerns touches on wills, probate, estate and property issues.

2. PROJECT GOALS

The project will utilize resources available to provide services in the areas identified, targeting the homebound and institutionalized as to the first priority.

3. STRATEGIES FOR DELIVERING SERVICES

1. Volunteer Attorneys. To utilize volunteer, private attorneys in their natural areas of expertise - wills, estate, probate and property - at locations convenient to those seniors in greatest economic and social need.
2. Legal advocacy. To meet the unmet legal needs of seniors by providing legal services not provided by the Volunteer Attorney component. The project shall provide staff to serve insitutionalized and homebound elderly, and those elderly in greatest economic and social needs for the purpose of asserting their rights and entitlements under state or federal laws and regulations. The project will utilize outreach and networking as two methods by which access to legal services will be facilitated.

2. Service Area, Target Population, and Eligibility Criteria for Service

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 institutionalization, lack of physical mobility or other social isolation.

- (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 8 District Centers. Services shall be primarily related to wills, estates, probate, pensions, property and customer rights issues.
- (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 ensure 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. Services shall be primarily related to Medicaid, Medicare, long-term care and entitlements issues.

OBJECTIVE	PERFORMANCE INDICATORS	PROGRAM ELEMENTS/STAFFING PATTERNS
<p>1. Client Representation - to increase the access of older persons to legal service by the following means:</p> <p>a. Coordination of a pool of 75 attorneys who will provide 800 hours of service to 600 clients during the period 7/1/81-6/30/82</p> <p>b. Provide regularly scheduled access to legal services at 6* district centers on a weekly basis, with appropriate follow-up to initial center service</p> <p>c. Provide both volunteer and non-volunteer attorney services at the residence of homebound or institutionalized clients</p> <p>* Urban League added as of 9/1/81</p>	<p># of clients served</p> <p># of hours of volunteer attorney time</p> <p># of hours of staff attorney time</p>	<p>Staff Attorney - 60% Coordinator - 90%</p> <p>Administrative:</p> <ol style="list-style-type: none"> 1. Follow-up with volunteer attorneys to gain statistical information for reports, both for homebound/institutionalized and in district centers - Coordinator - 18% 2. Grievance procedure for dissatisfied clients - Coordinator - 1% <p>Services:</p> <ol style="list-style-type: none"> 1. Clerical support to volunteer attorneys - Senior Centers/Coordinator - 10% 2. Publicity to inform seniors of service - Coordinator - 10% 3. Technical assistance to Senior Center staff - providing materials, determining eligibility, appropriateness of referrals, training to increase ability to spot legal problems, troubleshooting - Coordinator - 26% 4. Provide initial contact, screening, intake of caller and referral, if appropriate, to homebound or institutionalized clients - Coordinator - 10% 5. Visits to homebound with public benefits problems to determine problems - Coordinator/Staff Attorney - 5% and 5% 6. Represent and assist clients to resolution of problem - Coordinator/Staff Attorney - 10% and 15% 7. Legal Advocacy - Staff Attorney - 40% <p>Recordkeeping:</p> <ol style="list-style-type: none"> 1. Keep track of monthly schedules, # of clients served, (centers and homebound/institutionalized), # of visits scheduled, # of attorneys on panel/recruitment by Bar's Pro Bono Program - Coordinator/Centers - 10%

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OBJECTIVE

PERFORMANCE
INDICATORS

PROGRAM ELEMENTS/STAFFING PATTERNS

2. Training and Technical Assistance - increase the knowledge and skills of AAA contractor staff and other appropriate groups and individuals by providing 200 hours of training and technical assistance

of hours of training

Staff Attorney - 15% Coordinator - 10%

Administrative:

1. Preparation of training materials - Staff Attorney - 1%

Services:

1. Training and upgrading skills of designated senior center staff to handle public benefit cases - application, post-application problems through representation in appeals - Coordinator and Staff Attorney - 5% and 2%

2. Provide on-going technical assistance in public benefits to center advocates - Coordinator and Staff Attorney - 3.5% and 2%

3. Assist in developing individual cases with the same issue into impact litigation - Coordinator and Staff Attorney - 1.0% and 2%

4. Training and upgrading skills of designated senior center staff and other groups of nursing home patients' advocates to nursing home problems - Staff Attorney - 7.5%

Recordkeeping:

1. Maintain lists of training sessions held and technical assistance provided - Coordinator and Staff Attorney - .5% and .5%

OBJECTIVE	PERFORMANCE INDICATORS	PROGRAM ELEMENTS/STAFFING PATTERNS
<p>3. Legal Advocacy - work with senior advocacy group on legislative and administrative rule proposals, including technical assistance and advocacy</p>	<p># of issues addressed</p> <p># of groups worked with</p>	<p>Staff Attorney - 25%</p> <p>Administrative:</p> <p>1. Review of proposed rules of regulatory agencies - 1%</p> <p>Services:</p> <p>1. Technical assistance and advocacy - 23%</p> <p>Recordkeeping:</p> <p>1. Tracking the issues addressed, # of issues, # of groups worked with, and reporting to client groups - 1%</p>

4. Center Organization (Briefly describe the staffing pattern, operating hours, and official holidays. Describe safety and accountability procedures regarding center coverage and emergencies.)

We do not operate any senior centers autonomously.

The Senior Law Project is staffed by two people: a staff attorney and a volunteer attorney coordinator, who have somewhat independent functions, one focusing on litigation, the other coordinating volunteer attorneys to provide services to low-income elderly.

The hours of operation of the Senior Law Project are Monday through Friday, 9 am to 5 pm. Official holidays are: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Christmas.

5. Contracting Agency Involvement (Describe support services to be provided for this project. Discuss the role of the contracting agency in the areas of fund-raising, advocacy, and provision of support services to the Center program.)

The contracting agency provides receptionist and secretarial services for the work of the two staff positions funded partially by this contract.

The Agency also provides bookkeeping, audit, personnel, supervisory, management and administrative expenses and services otherwise not provided under this contract.

The Agency also provides fringe benefits, rent, supplies, stationery, mileage, litigation expenses, advertising costs, recruitment costs and any other costs not provided by AAA under this contract.

The Agency is an advocacy agency on behalf of all its clients. It regularly raises funds to provide for omitted costs under this contract.

6. Community Participation (Describe the citizen involvement in planning this project and the ways the community will be involved in the project's operation. Describe staff, Advisory Council, and Corporate Board relationships.)

AAA has its own citizen involvement process which presumably resulted in the contract specifications mandated in this contract. The planning for this project took place somewhere within AAA.

Legal Aid's own citizen involvement process is both mandated and described by 45 CFR 1620. Priorities are set by the Board of Directors (45 CFR 1607) with staff and client input. Rights of nursing home clients have always had a high priority. One third of the Board is comprised of a representative body of low-income eligible clients.

This project has a three member Advisory Council which has been orally requested by AAA. This advisory council relates solely to the projects' two person staff and its major function is to advise from time to time on policy decisions implicit in the operation of the project. The project staff relates in the first instance to the Administrative Law Unit of Legal Aid and then to the Executive Director. The Executive Director is responsible for implementing the Board's staffing and priority resolutions.

7. Coordination (Describe the coordination of 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.)

Both program components are completely dependent on close coordination with other components of the AAA system in order to fulfill its function.

The volunteer attorney program relates by contract to all the Senior Centers and coordinates client eligibility screening, client appointments and attorney appearances among the centers. In order to obtain volunteer attorneys the project coordinator must relate to the Multnomah Bar Association, the Volunteer Attorney Project, the Young Lawyers' Section, the Retired Lawyers Association, the Oregon State Bar and the Lawyer Referral Service.

The Legal Advocacy projects work closely with United Seniors, Gray Panthers and the Coalition for Better Nursing Homes. Its one position, attorney, often acts as counsel to those groups. Last year the attorney had also been retained by the Northwest Pilot Project. In addition, the project is interested in obtaining the greatest possible number of referrals from all those providing services to nursing home and homebound seniors. Correspondingly, a continuous educational effort takes place with all the service providers to acquaint them with project objectives and with rights of the client population.

EXHIBIT B

Budgets and Attachments

1. Funding Recap (List all sources of funding by amount and source)

a. City Support Requested

<u>Title III-B</u>	<u>\$8,162</u>
<u>City/County</u>	<u>8,162</u>
<u>Title III-B Unawarded*</u>	<u>20,321</u>
Subtotal :	<u>\$36,645</u>
Required Match (Cash and/or Inkind)	<u>4,072</u>
Program Income	
Subtotal	<u>\$40,717</u>

Other Resources:

	<u>Cash</u>	<u>In-Kind</u>	
Source of revenue: <u>Filing Fees</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(one only)
Funding source: <u>Title III-B</u>			
Service category: <u>Client Representation</u>			
Administration: <u>\$4,713</u>			
Service: <u>1,503</u>			
Total			<u>\$ 6,216</u>
Source of revenue: <u>Filing Fees</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Funding source: <u>City/County</u>			
Service category: <u>Training</u>			
Administration: <u>\$2,356</u>			
Service: <u>752</u>			
Total			<u>\$ 3,108</u>

Cash In-Kind

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Source of revenue: Filing Fees

Funding source: City/County

Service category: Legal Advocacy

Administration: \$2,356

Service: 752

Total \$ 3,108

Source of revenue: Volunteer Attorneys

Funding source: Title III-B

Service category: Client Representation

Administration: _____

Service: \$43,928

Total \$ 43,928

Source of revenue: _____

Funding source: _____

Service category: _____

Administration: _____

Service: _____

Total \$ _____

Source of revenue: _____

Funding source: _____

Service category: _____

Administration: _____

Service: _____

Total: \$ _____

Subtotal Other Resources \$ 56,360

Total Contract \$ 97,077

- b. FUNDING STATEMENT: (Briefly describe the duration of funding from each source of match and other resources listed above)

Filing fees authorized by the State Legislature, expires on June 30, 1983. Annual collections have been stable since 1973, and were at 95,000, FY 1980.

Statement of Certification

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

Bill Terenta
Authorized Signature

Date 7/3/81

7/1/81 - 6/30/82

Code	Object Title	TITLE III-B	TITLE III-B	CITY/COUNTY	CITY/COUNTY	TITLE III-B
		Client Rep.	Client Rep.	Training	Training	Training
		Admin.	Service	Admin.	Service	Service
110	Full-Time Employees	2,423	20,392	189	2,131	1,790
120	Part-Time Employees					
130	Federal Program Enrollees					
140	Overtime					
150	Premium Pay					
170	Benefits	267	2,810	30	277	286
190	Less-Labor Turnover					
100	Total Personal Services	2,690	23,202	219	2,408	2,076
210	Professional Services					
220	Utilities					
230	Equipment Rental					
240	Repair & Maintenance					
250	Miscellaneous Services					
310	Office Supplies				51	
320	Operating Supplies					
330	Repair & Maint. Supplies					
340	Minor Equipment & Tools					
350	Clothing & Uniforms					
380	Other Commodities-External					
410	Education					
420	Local Travel					
430	Out-of-Town Travel					
440	Space Rental					
450	Interest					
460	Refunds					
470	Retirement System Payments					
490	Miscellaneous					
510	Fleet Services					
520	Printing Services		95			
530	Distribution Services					
540	Electronic Services					
550	Data Processing Services					
560	Insurance					
570	Telephone Services		420			
580	Intra-Fund Services					
590	Other Services-Internal					
200-500	Total Materials & Services	-0-	515	-0-	54	-0-
610	Land					
620	Buildings					
630	Improvements					
640	Furniture & Equipment					
600	Total Capital Outlay					
700	Other					
	TOTAL	2,690	23,717	219	2,462	2,076

Code	Object Title	CITY/COUNTY Leg. Advoc. Admin.	CITY/COUNTY Leg. Advoc. Service	TOTAL CITY SUPPORT	INKIND MATCH Client Rep. Service	TOTAL MATCH
110	Full-Time Employees	189	4,536	31,650		
120	Part-Time Employees					
130	Federal Program Enrollees					
140	Overtime					
150	Premium Pay					
170	Benefits	30	726	4,426		
190	Less-Labor Turnover					
100	Total Personal Services	219	5,262	36,076		-0-
210	Professional Services				4,072	4,072
220	Utilities					
230	Equipment Rental					
240	Repair & Maintenance					
260	Miscellaneous Services					
310	Office Supplies			54		
320	Operating Supplies					
330	Repair & Maint. Supplies					
340	Minor Equipment & Tools					
350	Clothing & Uniforms					
380	Other Commodities-External					
410	Education					
420	Local Travel					
430	Out-of-Town Travel					
440	Space Rental					
450	Interest					
460	Refunds					
470	Retirement System Payments					
490	Miscellaneous					
510	Fleet Services					
520	Printing Services			95		
530	Distribution Services					
540	Electronic Services					
550	Data Processing Services					
560	Insurance					
570	Telephone Services			120		
580	Intra-Fund Services					
590	Other Services-Internal					
200-500	Total Materials & Services	-0-	-0-	569	4,072	4,072
610	Land					
620	Buildings					
630	Improvements					
640	Furniture & Equipment					
600	Total Capital Outlay					
700	Other					
	TOTAL	219	5,262	36,645	4,072	4,072

Code	Object Title	OTHER RESOURCES	TOTAL CITY CONTRACT		
110	Full Time Employees	7,489	39,139		
120	Part-Time Employees				
130	Federal Program Enrollees				
140	Overtime				
150	Premium Pay				
170	Benefits	1,041	5,467		
190	Less-Labor Turnover				
100	Total Personal Services	8,530	44,606		
210	Professional Services	43,928	48,000		
270	Utilities				
230	Equipment Rental				
240	Repair & Maintenance	360	360		
260	Miscellaneous Services				
310	Office Supplies	200	254		
320	Operating Supplies				
330	Repair & Maint Supplies				
340	Minor Equipment & Tools				
350	Clothing & Uniforms				
380	Other Commodities- External				
410	Education				
420	Local Travel	460	460		
430	Out-of-Town Travel				
440	Space Rental	1,762	1,762		
450	Interest				
460	Refunds				
470	Retirement System Payments				
490	Miscellaneous	175	175		
510	Fleet Services				
520	Printing Services	225	320		
530	Distribution Services				
540	Electronic Services				
550	Data Processing Services	600	600		
560	Insurance	120	120		
570	Telephone Services		420		
580	Intra-Fund Services				
590	Other Services- Internal				
200-500	Total Materials & Services	47,830	52,471		
610	Land				
620	Buildings				
630	Improvements				
640	Furniture & Equipment				
600	Total Capital Outlay				
700	Other				
	TOTAL	56,360	97,077		

CONTRACT BUDGET JUSTIFICATION

151822

PERSONNEL

CONTRACT NO. _____

DATE May 13, 1981

PROJECT TITLE SENIOR LAW PROJECT

AGENCY LEGAL AID SERVICE, MBA

FUNDING SOURCE TOTAL CITY CONTRACT

Service Category (if applicable) _____

(A) Number of Persons	(B) Position or Title	(C) Monthly Salary Rate (Full-time equivalent)	(D) % of time on Project	(E) Number of Months on Project	(F) Cost (A x C x D x E)
1	COORDINATOR	1,050	100	9	9,450
1	COORDINATOR	1,100	100	3	3,300
1	ATTORNEY	1,550	100	9	13,950
1	ATTORNEY	1,650	100	3	4,950
	OTHER RESOURCES				7,489
SUB-TOTAL, PERSONNEL					31,650
17 * % FRINGE BENEFITS					5,467
TOTAL, PERSONNEL					44,606

* Indicates fringe benefits as a percent of 'Sub-total, Personnel'

CONTRACT BUDGET JUSTIFICATION

MATERIALS AND SERVICES

CONTRACT NO. _____

DATE May 13, 1981PROJECT TITLE SENIOR LAW PROJECTAGENCY LEGAL AID SERVICE, MBACLIENT REPRESENTATION/SERVICE
Service Category (if applicable)FUNDING SOURCE TITLE III-B

CODE	DESCRIPTION OF ITEM AND BASIS FOR EVALUATION	ITEM TOTAL	CATEGORY TOTAL
520	<u>Printing</u> Forms, cards and miscellaneous items.	95	95
570	<u>Telephone Services</u> One incoming line for 12 months at \$35.15 per month	420	420

CONTRACT BUDGET JUSTIFICATION

MATERIALS AND SERVICES

CONTRACT NO. _____

DATE May 13, 1981PROJECT TITLE SENIOR LAW PROJECTAGENCY LEGAL AID SERVICETRAINING/SERVICEService Category (if applicable)FUNDING SOURCE CITY/COUNTY

CODE	DESCRIPTION OF ITEM AND BASIS FOR EVALUATION	ITEM TOTAL	CATEGORY TOTAL
310	<u>Office Supplies</u> Postage	54	54

CONTRACT BUDGET JUSTIFICATION
MATERIALS AND SERVICES

CONTRACT NO. _____

DATE May 13, 1981PROJECT TITLE SENIOR LAW PROJECTAGENCY LEGAL AID SERVICE, MBAFUNDING SOURCE TOTAL CITY SUPPORT

Service Category (if applicable)

CODE	DESCRIPTION OF ITEM AND BASIS FOR EVALUATION	ITEM TOTAL	CATEGORY TOTAL
310	<u>Office Supplies</u> Postage	54	54
520	<u>Printing</u> Forms, cards & miscellaneous items	95	95
570	<u>Telephone Services</u> One incoming line for 12 months @ \$35.15 per month	420	420

CONTRACT BUDGET JUSTIFICATION

MATERIALS AND SERVICES

CONTRACT NO. _____

DATE May 13, 1981PROJECT TITLE SENIOR LAW PROJECTAGENCY LEGAL AID SERVICE, MBACLIENT REPRESENTATION/SERVICE
Service Category (if applicable)FUNDING SOURCE MATCH/INKIND

TOTAL MATCH

CODE	DESCRIPTION OF ITEM AND BASIS FOR EVALUATION	ITEM TOTAL	CATEGORY TOTAL
210	<u>Professional Services</u> Volunteer Attorneys time @ \$60. per hour for approximately 68 hours	4,072	4,072

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

Legal Aid Service-MBA Assn., 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 effects 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.

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 unable 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 13 day of May, 1981.

By JR Forester

Title Executive Director

310 S.W. 4th #900 Portland, Oregon 97204

Contractor's mailing address

ASSURANCE OF COMPLIANCE
WITH THE CITY OF PORTLAND
AFFIRMATIVE ACTION PLAN

151822

Legal Aid Service -Multnomah Bar Assn., Inc.(hereinafter called the "Contractor")
HEREBY AGREES THAT it will comply with the City of Portland Affirmative Action
Plan as stated in City Ordinance 144724, dated November 10, 1977, and the Fed-
eral Guidelines contained in Revised Code 4 of the U. S. Department of Labor,
to the end that no person who applies for employment shall, on the ground of
race, color, religion, age, sex, national origin, or handicap, be excluded from
participation in, be denied the benefits of, or be otherwise subjected to dis-
crimination under any program or activity for which the Contractor receives
City of Portland financial assistance; and HEREBY GIVES ASSURANCE THAT it will
immediately take any measures necessary to effectuate this agreement.

The "equal employment opportunity doctrine" is more than a directive prohibiting
discriminatory practices; rather, it is a doctrine that requires positive meas-
ures to assure an equal opportunity for meaningful employment of those persons
who have been victims of discrimination. This doctrine extends to all areas of
employment and to all relations with employees, including recruitment, selection
and placement, compensation, promotion and transfer, disciplinary measures, de-
motions, layoffs and terminations, testing and training, daily working condi-
tions, awards and benefits, and all other terms and conditions of employment.
The Affirmative Action Plan calls for:

1. An improvement of employment opportunities for minority group persons and
women in all employee classifications.
2. An improvement of career opportunities for minority groups and women employ-
ees.
3. An increased awareness of "institutional" biases through education and train-
ing to achieve its eradication.
4. An explanation to minority group organizations of the programs, employment
and training opportunities, and the qualifications required for positions in
the Contractor's organization.
5. An active education program which will keep management, supervisors and em-
ployees informed of their social and civil rights and responsibilities.

The Contractor hereby recognizes and agrees that an Assurance of Compliance with
the City of Portland's Affirmative Action Plan is given in consideration of and
for the purpose of obtaining any and all City contracts or other financial assist-
ance extended after the date hereof to the Contractor by the City, including in-
stallment payments after such date on account of applications for City financial
assistance which were approved before such date. The Contractor recognizes and
agrees that such City financial assistance will be extended in reliance on the
representations and agreements made in this Assurance, and that the City of Port-
land 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 5/13/81

By JM Foresta

310 S.W. Fourth 900 Board of Trade Bldg.
(Contractor's mailing address)

Title Director

Portland, Oregon 97204

DISTRICT ADVISORY COMMITTEE REVIEW

The ~~District~~ Advisory Committee of the Senior Law Project ~~XXXX~~
~~Services District~~ in Portland/Multnomah County has reviewed the proposal
for ~~District Center Services~~ to be provided by the Senior Law Project
in ~~the~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ District through contract with the City
of Portland, Human Resources Bureau. Comments are attached.

 The District Advisory Committee approves the proposal for
District Center Services.

 ~~The District Advisory Committee does not approve of the~~
~~proposal for District Center Services for reasons listed~~
~~below:~~

We approve, but with the following reservations:

- 1. Funding should be increased to cover cost of increased
services, and
- 2. To cover costs of training
- 3. Continuation of lobbying effort is preserved

 The District Advisory Committee has reviewed the proposal,
but has taken no action at this time.

[Handwritten Signature]
Signature of Chairperson

Date

EXHIBIT C
Required Reporting Forms
and
Procedures

Program reporting forms will be
included when developed.

Contract Agency _____

Address _____

City _____ State _____

Contract # _____ Contract Period: From _____ To _____

Funding Source _____ Service Category _____

Area Agency on Aging
Youth Service Centers
Accounting Unit
522 S. W. Fifth Ave., 8th Fl.
Portland, OR. 97204
Phone: (AAA) 248-4752 (YSC) 248-4356

151822

Reimbursement Request for _____
month & 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				
350	Clothing and Uniforms				
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				
200	Total Materials & Services				
500					
620	Buildings				
630	Improvements				
640	Furniture & Equipment				
600	Total Capital Outlay				
	TOTAL				

ATTACH TO THIS REIMBURSEMENT REQUEST:

- Supporting documentation for all costs or expenditures grouped by expenditure code number. (Attach adding machine tape to each group of supporting documents.)
- REIMBURSEMENT REQUEST AND 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 _____

CONTRACTOR RECORD OF NON-CONSUMABLE SUPPLIES PURCHASED
 (Items with a minimum value of \$25.00 per item and a maximum value of \$200.00 per item)



DATE OF PURCHASE	NUMBER OF ITEMS	DESCRIPTION	VENDOR AND INVOICE NUMBER	UNIT COST	TOTAL COST

Authorized Signature _____

Date Signed _____

Title _____

Phone Number _____

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

151822

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.)

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

151822

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.

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.

ORDINANCE No. 151822

An Ordinance authorizing an agreement with Legal Aid Services-Multnomah Bar Association, Inc. to provide legal services for the elderly in Portland/Multnomah County for the period July 1, 1981 through June 30, 1982 at a cost not to exceed \$36,645 under the Human Resources Bureau, AU 380, Area Agency on Aging, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Pursuant to Ordinance No. 151654 the City approved the Fiscal Year 1981-82 Annual Plan of Action which includes the provision of legal services to the elderly in Portland/Multnomah County.
2. Legal Aid Services-Multnomah Bar Association, Inc. has demonstrated in the past that they are capable of delivering such services.
3. Legal Aid Services-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.
4. Funds have been budgeted and are available in the Fiscal Year 1981-82 City budget pending adoption by the Council.
5. It is therefore appropriate that the Commissioner of Public Utilities and the Auditor execute, on behalf of the City, a contract with Legal Aid Services-Multnomah Bar Association, Inc. to provide legal services to the elderly in Portland/Multnomah County for the period July 1, 1981 through June 30, 1982 at a cost not to exceed \$36,645 under the Human Resources Bureau, AU 380, Area Agency on Aging, similar in form to Exhibit "A."

ORDINANCE No.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Utilities and the Auditor are hereby authorized to execute on behalf of the City, a contract with Legal Aid Services-Multnomah Bar Association, Inc. to provide legal services to the elderly in Portland/Multnomah County for the period of July 1, 1981 through June 30, 1982 at a cost not to exceed \$36,645 under the Human Resources Bureau, AU 380, Area Agency on Aging, similar in form to Exhibit "A."
- b. The Mayor and the Auditor are hereby authorized to draw and deliver warrants chargeable to the FY 81-82 City Budget, Human Resources Bureau, AU 380, Area Agency on Aging when demand is presented and approved by the proper authorities.

Section 2. The Council declares that an emergency exists because delay in the enactment of this Ordinance will result in disruption of 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 24 1981**
Commissioner Margaret Strachan
BP:ahj
6/17/81

Attest:


Auditor of the City of Portland

Calendar No **2071**

ORDINANCE No. 151822

Title

An Ordinance authorizing an agreement with Legal Aid Services-Multnomah Bar Association, Inc. to provide legal services for the elderly in Portland/Multnomah County for the period July 1, 1981 through June 30, 1982 at a cost not to exceed \$36,645 under the Human Resources Bureau, AU 380, Area Agency on Aging, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN	1	
LINDBERG	1	
SCHWAB	1	
STRACHAN	1	
IVANCIE	1	

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

Filed JUN 19 1981

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By Gordon Coell
Deputy

INTRODUCED BY
COMMISSIONER STRACHAN

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities <i>Margaret A. Strachan</i>
Works

BUREAU APPROVAL
Bureau: Human Resources
Prepared By: Barbara Patrick Date: 6/17/81
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: Erma E. Hepburn

CALENDAR	
Consent	Regular <input checked="" type="checkbox"/>

NOTED BY
City Attorney
City Auditor
City Engineer