

151005

CONTRACT FOR SERVICES

SECTION I: PARTIES TO THE CONTRACT

CITY OF PORTLAND ("City"), City Hall, 1220 S. W. Fifth Avenue, Portland, Oregon 97204, and TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON ("Contractor"), 4012 S. E. 17th Avenue, Portland, OR 97202.

SECTION II: CONTRACT SUMMARY

Contractor agrees to provide special needs transportation to elderly residents in Portland/Multnomah County, and further agrees that the total cost shall not exceed the sum of \$221,376.

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 match of \$93,000, 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 any 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.
- N/A 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 \$221,375.
- B. An advance shall be made to cover the cost of the Contractor's initial expenses for operation, not to exceed the sum of \$0, 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, here-to, 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. Contractor shall submit copies of logs which list non-expendable (\$100 or more per item) and non-consumable (minimum value of \$25 to a maximum value of \$99.99 per item) items from your previous contracts by August 31, 1981.
- M. 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.
- N. 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.
- O. 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.

- P. 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.
- Q. City shall provisionally accept Contractor's rate proposal, subject to a pre-award survey to be conducted by an authorized representative of the City.
- R. Contractor shall submit with the final reimbursement request a report showing total expenditures by line item.
- S. Contractor shall conduct a survey of nutrition participants receiving transportation services on a quarterly basis, and submit an unduplicated count report on the eleventh (11th) working day after the end of each quarter.
- T. Contractor shall submit to the City in tape form required monthly reporting information on client services compatible with the City's format, by 8 a.m., on the eleventh (11th) working day.

#### 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. Haplorn  
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 AGING SERVICES TRANSPORTATION PROJECT

2. Type of Application (check one) New X Continuing     

3. Applicant Agency:

Name Tri-Met

Address 4012 S.E. 17th

Portland, Oregon 97202

Phone Number 238-4879

Project Director Park Woodworth

Official Authorized to Bind Agency James E. Cowen

Financial Officer James Mason

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 \$221,375

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.)*

The elderly make up over 12.6% of the people in Multnomah County. As a group they take 29% fewer trips than the non-elderly. The disabled elderly are severely transportation handicapped, and a substantial proportion are unable to drive or use regular transportation services. The goal of this project is to reduce the problem by providing 28,314 social service trips and 52,395 nutrition trips which would not take place without the project.

The Tri-County Metropolitan Transportation District of Oregon (Tri-Met) will provide, administer and coordinate transportation services for the elderly in Portland/Multnomah County, subcontracting where necessary and appropriate, the delivery of transportation services to other qualified providers.

Tri-Met has developed, in cooperation with the City of Portland, Multnomah County, and Special Mobility Services, Inc., a Special Needs Transportation service plan that will serve the county's elderly and handicapped residents. This plan will utilize the resources of Tri-Met, Special Mobility Services, Inc. (SMS), Multnomah County Community Action Agency (MCCAA), and local taxi cabs. To provide a coordinated special transportation service throughout Multnomah County, the county has been divided into two areas with each provider responsible for serving those AAA clients residing in its service area: SMS - Multnomah County west of the Willamette River and east of the Willamette River to 122nd and north of Burnside (approx. 69% of the AAA clients); MCCAA - east of the Willamette River south of Burnside and east Multnomah County (approx. 31% of the AAA clients). The nutrition sites will continue to be served by the same provider as today, namely SMS.

All case management related rides will be distributed monthly through the AAA Service Districts based upon the percentage of case management needs served by each senior center. Rides will be for medical, shopping, personal business and recreational purposes. The eligible population will be certified by the AAA through its service districts. Appointment for the services will be made by the service district counseling system.

The nutrition rides will be distributed throughout the nutrition project sites in Portland/Multnomah County in a manner mutually determined by Tri-Met, the nutrition contractors, nutrition transportation sub-contractors and the Area Agency on Aging.

## 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.*

Service Area: Portland/Multnomah County

Target Population: The target population for transportation services will be persons 60 years and older who live in Portland/Multnomah County, who lack access to private transportation, and who cannot use the existing mass transit system.

Eligibility Criteria: Eligibility to be determined by referring center.

OBJECTIVE

PERFORMANCE INDICATORS

PROGRAM ELEMENTS/STAFFING PATTERNS

To increase access to congregate nutrition sites through the provisions of 57441 one-way rides to nutrition participants to and from meal sites and grocery stores during the period 7/1/81 through 6/30/82.

Number of rides by site  
 Number of individuals by site.  
 YTD individuals by site

1. Monitor and provide consultation services to subcontracted service providers.  
 Staff: Planner 2 - .05 FTE
2. Inform appropriate agencies of existence of program, purpose and referral process.  
 Staff: Planner 2 - .025 FTE
3. Develop program policies.  
 Staff: SNT Manager - .025 FTE
4. Maintain funding sources.  
 Staff: SNT Manager - .025 FTE
5. Develop service contracts.  
 Staff: SNT Manager - .025 FTE
6. Process billings and reports.  
 Staff: Accountant - .025 FTE

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OBJECTIVE

PERFORMANCE INDICATORS

PROGRAM ELEMENTS/STAFFING PATTERNS

To improve access to available community services and activities through the provision of 33,208 one-way rides to AAA service agencies during the period July 1, 1981 through June 30, 1982.

Information necessary to implement LD05 monthly.

1. Monitor and provide consultation services to subcontracted service provider.  
Staff: Planner 2 - .05 FTE
2. Inform appropriate agencies of existence of program, purpose, and referral process.  
Staff: Planner 2 - .025 FTE
3. Develop program policies.  
Staff: SNT Manager - .025 FTE
4. Maintain funding sources.  
Staff: SNT Manager - .025 FTE
5. Develop service contracts.  
Staff: SNT Manager - .025 FTE
6. Process billings and reports.  
Staff: Accountant - .025 FTE

A-5

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

The staff of the Tri-Met SNT program will consist of a manager and two service planners. The operating hours are 8:30 - 4:30 Monday through Friday. Holidays observed are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. A system is being developed to transfer all transportation emergency calls to a cab company open 24 hours per day, 7 days per week, including holidays.



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 will develop policies for the LIFT program, contract with service providers, monitor service and provide reports. This is part of Tri-Met's commitment to act as a planner, coordinator, funder and broker for special transportation in the Tri-County area.

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.)

The LIFT program has been a major topic of several Tri-Met advisory committees and public hearings. It represents a major part of the 504 transition plan approved by Tri-Met, METRO, and UMTA. The community will continue to be involved in part through the 504 Citizen Advisory Committee and in part through mailings and public hearings.

The Tri-Met Board is responsible for the overall operation of the agency including the LIFT program.

The 504 Citizen Advisory Committee is an advisory committee to the Board. LIFT staff are the staff to the 504 Committee and are responsible for the day to day operation of the LIFT program.

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.)

A major purpose of the LIFT program is to coordinate special transportation among various organizations. We presently have contracts or operating agreements with State, Regional and local governments, as well as direct service connections to community based centers and groups. The programs run from planning to service to information. The SNT Manager is responsible for planning and contract functions while a Planner 2 will be responsible for service and information functions.

EXHIBIT B

Budget and Attachments

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

a. City Support Requested

<u>Title III-B</u>	<u>\$130,010</u>
<u>City/County General Fund</u>	<u>91,365</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
Subtotal	<u>\$221,375</u>
Required Match (Cash and/or Inkind)	<u>93,000</u>
Program Income	<u>2,000</u>
Subtotal	<u>\$316,375</u>

Other Resources:

	<u>Cash</u>	<u>In-Kind</u>	
Source of revenue: <u>Tri-Met G.F.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(one only)
Funding source: <u>Title III-B</u>			
Service category: <u>Social Service Rides</u>			
Administration: <u>5006</u>			
Service: <u> </u>			
Total			<u>\$ 5,006</u>
Source of revenue: <u>Tri-Met G.F.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Funding source: <u>City County G.F.</u>			
Service category: <u>Nutrition</u>			
Administration: <u>5006</u>			
Service: <u> </u>			
Total			<u>\$ 5,006</u>

6/9/81

	<u>Cash</u>	<u>In-Kind</u>	
Source of revenue: _____	<input type="checkbox"/>	<input type="checkbox"/>	
Funding source: _____			
Service category: _____			
Administration: _____			
Service: _____			
Total:			\$ _____
Source of revenue: _____	<input type="checkbox"/>	<input type="checkbox"/>	
Funding source: _____			
Service category: _____			
Administration: _____			
Service: _____			
Total:			\$ _____
Source of revenue: _____	<input type="checkbox"/>	<input type="checkbox"/>	
Funding source: _____			
Service category: _____			
Administration: _____			
Service: _____			
Total:			\$ _____
Source of revenue: _____	<input type="checkbox"/>	<input type="checkbox"/>	
Funding source: _____			
Service category: _____			
Administration: _____			
Service: _____			
Total:			\$ _____
Subtotal:			\$ 10,012
TOTAL			\$ <u>326,387</u>

6/9/81

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

Match and other resources are obtained from local portions (farebox revenue and payroll tax) of the Tri-Met general fund. The funding is ongoing.

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Statement of Certification

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

J E Cowen by J R. Post Date 6/19/81  
Authorized Signature

Code	Object Title	Title III-B Social Svc. Rides Services	C/C Gen.Fund Social Svc. Rides Services	C/C Gen.Fund Nutrition Rides Services	Total City Support	Cash Match Social Service Rides Services
110	Full-Time Employees					
120	Part-Time Employees					
130	Federal Program Enrollees					
140	Overtime					
150	Premium Pay					
170	Benefits					
190	Less-Labor Turnover					
100	<b>Total Personal Services</b>	0	0	0	0	0
210	Professional Services					
220	Utilities					
230	Equipment Rental					
240	Repair & Maintenance					
260	Miscellaneous Services	130,010	17,275	74,090	221,375	37,567
310	Office Supplies					
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					
530	Distribution Services					
540	Electronic Services					
550	Data Processing Services					
560	Insurance					
570	Telephone Services					
580	Intra-Fund Services					
590	Other Services-Internal					
200-500	<b>Total Materials &amp; Services</b>	130,010	17,275	74,090	221,375	67,567
610	Land					
620	Buildings					
630	Improvements					
640	Furniture & Equipment					
600	<b>Total Capital Outlay</b>	0	0	0	0	0
700	Other					
	<b>TOTAL</b>	130,010	17,275	74,090	221,375	67,567



Code	Object Title	Cash Match Nutrition Rides Services	Total Match	Prog. Income Social Svc. Services	Prog. Income Nutrition Services	Total Program Income
110	Full-Time Employees					
120	Part-Time Employees					
130	Federal Program Enrollees					
140	Overtime					
150	Premium Pay					
170	Benefits					
190	Less-Labor Turnover					
100	<b>Total Personal Services</b>	0	0	0	0	0
210	Professional Services					
220	Utilities					
230	Equipment Rental					
240	Repair & Maintenance					
260	Miscellaneous Services	25,433	93,000	1,000	1,000	2,000
310	Office Supplies					
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					
530	Distribution Services					
540	Electronic Services					
550	Data Processing Services					
560	Insurance					
570	Telephone Services					
580	Intra-Fund Services					
590	Other Services-Internal					
200- 500	<b>Total Materials &amp; Services</b>	25,433	93,000	1,000	1,000	2,000
610	Land					
620	Buildings					
630	Improvements					
640	Furniture & Equipment					
600	<b>Total Capital Outlay</b>	0	0	0	0	0
700	Other					
	<b>TOTAL</b>	25,433	93,000	1,000	1,000	2,000

AGING SERVICES TRANSPORTATION PROJECT  
 TRI-MET  
 7/1/81 - 6/30/82

EXHIBIT B  
 APPROPRIATION UNIT  
 LINE ITEM WORKSHEET

35 TM 5  
 81/82

Code	Object Title	Other Re- sources Social Svcs. Admin.	Other Re- sources Nutrition Admin.	Total Other Resources	Total City Contract
110	Full-Time Employees	4,353	4,353	8,706	8,706
120	Part-Time Employees				
130	Federal Program Enrollees				
140	Overtime				
150	Premium Pay				
170	Benefits	653	653	1,306	1,306
190	Less-Labor Turnover				
100	<b>Total Personal Services</b>	5,006	5,006	10,012	10,012
210	Professional Services				
220	Utilities				
230	Equipment Rental				
240	Repair & Maintenance				
260	Miscellaneous Services				316,375
310	Office Supplies				
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				
530	Distribution Services				
540	Electronic Services				
560	Data Processing Services				
560	Insurance				
570	Telephone Services				
580	Intra-Fund Services				
590	Other Services—Internal				
200- 500	<b>Total Materials &amp; Services</b>	0	0	0	316,375
610	Land				
620	Buildings				
630	Improvements				
640	Furniture & Equipment				
600	<b>Total Capital Outlay</b>	0	0	0	0
700	Other				
	<b>TOTAL</b>	506	506	10,012	326,387





151925

EXHIBIT B

TM  
81-82

CONTRACT BUDGET JUSTIFICATION

MATERIALS AND SERVICES

CONTRACT NO. \_\_\_\_\_

DATE 6/9/81

PROJECT TITLE Aging Services Transportation Project

AGENCY Tri-Met

Social Service Rides/Services  
Service Category (if applicable)

FUNDING SOURCE Title III-B

CODE	DESCRIPTION OF ITEM AND BASIS FOR EVALUATION	ITEM TOTAL	CATEGORY TOTAL
206	Miscellaneous Services:  20,001 one way rides to City of Portland AAA clients at \$6.50 per ride. Late cancels equal one quarter ride (\$1.62-1/2), no shows equal one half ride (\$3.25).	130010	

## CONTRACT BUDGET JUSTIFICATION

## MATERIALS AND SERVICES

CONTRACT NO. \_\_\_\_\_

DATE 6/9/81PROJECT TITLE Aging Services TransportationAGENCY Tri-MetSocial Service Rides/Services  
Service Category (if applicable)FUNDING SOURCE City/County General Fund

CODE	DESCRIPTION OF ITEM AND BASIS FOR EVALUATION	ITEM TOTAL	CATEGORY TOTAL
206	Miscellaneous Services:  2,658 one way rides to City of Portland AAA clients at \$6.50 per ride. Late cancels equal one quarter ride (\$1.62 1/2), no shows equal one half ride (\$3.25).	17,275	

## CONTRACT BUDGET JUSTIFICATION

## MATERIALS AND SERVICES

CONTRACT NO. \_\_\_\_\_

DATE 6/9/81PROJECT TITLE Aging Services TransportationAGENCY Tri-MetNutrition Rides/Services  
Service Category (if applicable)FUNDING SOURCE City/County General Fund

CODE	DESCRIPTION OF ITEM AND BASIS FOR EVALUATION	ITEM TOTAL	CATEGORY TOTAL
206	Miscellaneous Services:  42,337 one way rides to nutrition project participants, to and from nutrition sites and grocery stores, at a cost of \$1.75 per ride.	74,090	

## CONTRACT BUDGET JUSTIFICATION

## MATERIALS AND SERVICES

CONTRACT NO. \_\_\_\_\_

DATE 6/9/81PROJECT TITLE Aging Services TransportationAGENCY Tri-MetSocial Service Rides/Service  
Service Category (if applicable)FUNDING SOURCE Cash Match

CODE	DESCRIPTION OF ITEM AND BASIS FOR EVALUATION	ITEM TOTAL	CATEGORY TOTAL
206	Miscellaneous Services 10,395 one way rides to City of Portland AAA clients at \$6.50 per ride. Late cancels equal one quarter ride (\$1.62 1/2), no shows equal one half ride (\$3.25).	67,567	



## CONTRACT BUDGET JUSTIFICATION

## MATERIALS AND SERVICES

CONTRACT NO. \_\_\_\_\_

DATE 6/9/81PROJECT TITLE Aging Services TransportationAGENCY Tri-MetNutrition Rides/Services  
Service Category (if applicable)FUNDING SOURCE Cash Match

CODE	DESCRIPTION OF ITEM AND BASIS FOR EVALUATION	ITEM TOTAL	CATEGORY TOTAL
206	Miscellaneous Services:  14,533 one way rides to nutrition project participants, to and from nutrition sites and grocery stores, at a cost of \$1.75 per ride.	25,433	

## CONTRACT BUDGET JUSTIFICATION

## MATERIALS AND SERVICES

CONTRACT NO. \_\_\_\_\_

DATE 6/9/81PROJECT TITLE Aging Services Transportation ProjectAGENCY Tri-MetSocial Service Rides/Service  
Service Category (if applicable)FUNDING SOURCE Project Income

CODE	DESCRIPTION OF ITEM AND BASIS FOR EVALUATION	ITEM TOTAL	CATEGORY TOTAL
260	Miscellaneous Services:  154 rides to City of Portland AAA clients at \$6.50 per ride. Late cancels equal quarter ride (\$1.62 1/2), no shows equal one half ride (\$3.25).	1000	

## CONTRACT BUDGET JUSTIFICATION

## MATERIALS AND SERVICES

CONTRACT NO. \_\_\_\_\_

DATE 6/9/81PROJECT TITLE Aging Services TransportationAGENCY Tri-MetNutrition Rides/Services  
Service Category (if applicable)FUNDING SOURCE Program Income

CODE	DESCRIPTION OF ITEM AND BASIS FOR EVALUATION	ITEM TOTAL	CATEGORY TOTAL
206	Miscellaneous Services  571 one way rides to nutrition project participants, to and from nutrition sites and grocery stores, at a cost of \$1.75 per ride.	1000	

151975

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

Tri-Met (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.

151325

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 19 day of June, 19 81.

By

Title

General Manager

4012 S.E. 17th Avenue  
Portland, OR 97202

Contractor's mailing address

ASSURANCE OF COMPLIANCE  
WITH THE CITY OF PORTLAND  
AFFIRMATIVE ACTION PLAN

Tri-Met (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 Federal 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 discrimination 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 measures 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, demotions, layoffs and terminations, testing and training, daily working conditions, 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 employees.
3. An increased awareness of "institutional" biases through education and training 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 employees 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 assistance extended after the date hereof to the Contractor by the City, including installment 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 Portland 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 6/19/81

By E Cowen by J R D  
Title General Manager

4012 S.E. 17th Avenue  
(Contractor's mailing address)

Portland, OR 97202

The Board of Directors of Tri-Met

Portland/Multnomah County has reviewed the proposal for special transportation rides to be provided by Tri-Met (through subcontractors)

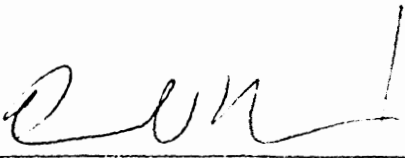
through contract with the City of Portland, Human Resources Bureau. Comments are attached.

The Board of Directors approves the proposal

The Board of Directors does not approve the proposal for reasons listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Board of Directors has reviewed the proposal, but has taken no action at this time.



Signature of Board Chairperson

6/23/81

Date

## RESOLUTION

AUTHORIZING THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TRI-MET) TO FILE A CONTRACT PROPOSAL WITH THE CITY OF PORTLAND AREA AGENCY ON AGING TO PROVIDE SPECIAL TRANSPORTATION SERVICES TO ELDERLY CLIENTS OF THE AREA AGENCY FOR THE PERIOD OF JULY 1, 1981 TO JUNE 30, 1982

WHEREAS, the Tri-County Metropolitan Transportation District of Oregon (Tri-Met) wishes to obtain City funding in order to better serve the elderly; and

WHEREAS, the City is authorized to allocate funds for elderly transportation services within Multnomah County; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of a share of project costs.

NOW, THEREFORE, BE IT RESOLVED:

1. That the President of Tri-Met's Board of Directors (Board) is authorized to execute and file a contract proposal on behalf of Tri-Met with the City of Portland to aid in the financing of subcontracted elderly transportation services in Multnomah County and to execute any assurance or other document required by the City.
2. That Tri-Met shall pay a share of the project cost, in the event that the contract proposal is approved.
3. That the General Manager of Tri-Met is authorized to:
  - a. Furnish such additional information as the City may require in connection with the project.
  - b. Set forth and execute affirmative minority business policies in connection with the project's procurement needs.
  - c. Accept an offer of contractual assistance and execute a financial assistance contract with the City.

Dated: June 8, 1981

---

Gerard K. Drummond, President



EXHIBIT C

Required Reporting

Forms  
and  
Procedures

**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

Authorized Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

12300

CONTRACTOR RECORD OF CAPITAL EQUIPMENT PURCHASED  
 (Items with value in excess 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 \_\_\_\_\_

5245

71  
CITY OF PORTLAND/HUMAN RESOURCES BUREAU  
SOCIAL SERVICES DIVISION  
CONTRACT REIMBURSEMENT PROCEDURES

157905

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.)

72  
Please Note: For purposes of fiscal reporting, Match included in the contract requires the same documentation as City Support requested.

15-005

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.

151905

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.

PORTLAND HUMAN RESOURCES BUREAU  
SOCIAL SERVICES DIVISION

PROCEDURES FOR CONTRACT MODIFICIATIONS

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).



76  
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.

357905

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)

151935

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.

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154905

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.

154005

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.

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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.

15-005

PORTLAND HUMAN RESOURCES BUREAU  
SOCIAL SERVICES DIVISION

PROCEDURES FOR CONTRACT MODIFICIATIONS

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.

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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

(i) 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)

An Ordinance authorizing a contract with Tri-County Metropolitan Transportation District of Oregon to provide special needs transportation services for the elderly of Portland/Multnomah County for the period July 1, 1981, through June 30, 1982, at a cost not to exceed \$221,375 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 provision of special needs transportation services to the elderly in Portland/Multnomah County.
2. Tri-County Metropolitan Transportation District of Oregon has demonstrated in the past that they are capable of delivering such services.
3. Tri-County Metropolitan Transportation District is a duly constituted and legal Mass Transit District based in and providing services in Portland/Multnomah County 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 Council.
5. It is, therefore, appropriate that the Commissioner of Public Utilities and the Auditor execute, on behalf of the City, a contract with Tri-County Metropolitan Transportation District of Oregon to provide special needs transportation services for the elderly of Portland/Multnomah County for the period July 1, 1981, through June 30, 1982 at a cost not to exceed \$221,375 under the Human Resources Bureau, AU 380, Area Agency on Aging, similar in form to Exhibit "A."

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 Tri-County Metropolitan Transportation District of Oregon to provide special needs transportation services for the elderly of Portland/Multnomah County for the period July 1, 1981, through June 30, 1982, at a cost not to exceed

151905

ORDINANCE No.

\$221,375 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 Fiscal Year 1981-82 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, JUL 2 1981

Commissioner Strachan

BP:kmc

6-19-81

Attest:

*Serge Zubovik*  
 Auditor of the City of Portland

Calendar No. 2190

ORDINANCE No. 151905

Title

An Ordinance authorizing a contract with Tri-County Metropolitan Transportation District of Oregon to provide special needs transportation services for the elderly of Portland/Multnomah County for the period July 1, 1981, through June 30, 1982, at a cost not to exceed \$221,375 under the Human Resources Bureau, AU 380, Area Agency on Aging, and declaring an emergency.

*Ord 1 July*

JUL 1 1981

CONTINUED TO JUL 2 1981

*Continued*

JUN 25 1981

Filed \_\_\_\_\_

GEORGE YERKOVICH  
Auditor of the CITY OF PORTLAND

By *George Yerkovich*  
Deputy

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

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

INTRODUCED BY	
Commissioner Strachan	
NOTED BY THE COMMISSIONER	
Affairs	
Finance and Administration	
Safety	
Utilities <i>Margaret D. Strachan</i>	
Works	
BUREAU APPROVAL	
Bureau: Human Resources	
Prepared By: Barbara Patrick	Date: <i>(B)</i> 6-19-81
Budget Impact Review:	
<input type="checkbox"/> Completed <input type="checkbox"/> Not required	
Bureau Head: <i>Erma E. Hepburn</i> Erma E. Hepburn	
CALENDAR	
Consent	Regular <i>X</i>
NOTED BY	
City Attorney	
City Auditor	
City Engineer	