

CONTRACT FOR SERVICES

between

CITY OF PORTLAND, HUMAN RESOURCES BUREAU, TRAINING AND EMPLOYMENT DIVISION (TED),
Yeon Building, 522 S. W. Fifth Avenue, 8th Floor, Portland, Oregon 97204

and

PORTLAND OPPORTUNITIES INDUSTRIALIZATION CENTER, INC., 5333 N. E. Union, Port-
land, Oregon 97211.

This contract will provide CETA participants with training through Portland
OIC's Clerical Training Program. Portland OIC will make available to TED up to
thirty (30) training slots for a period of twenty-one (21) weeks. Costs will be
billed on a per slot, or tuition, basis.

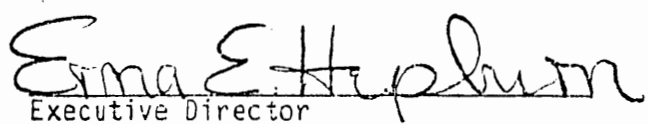
The minimum amount of this contract is \$16,260 and total cost will not exceed
\$32,521 to be funded by Title VII of the Comprehensive Employment and Training
Act (CETA).

Contract performance shall commence when this contract is approved by City Coun-
cil and signed by the parties but in no case earlier than April 5, 1982. Contract
costs must be incurred between the commencement date and the termination date,
September 24, 1982, to be payable under this contract.

The parties agree to all the terms of this contract, including the attached exhibits,
by signing below:

Approved:

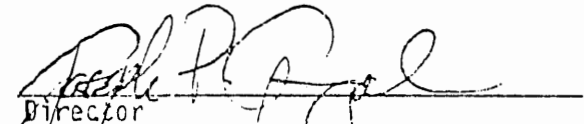
PORTLAND OPPORTUNITIES INDUSTRIALIZATION
CENTER, INC.


Erma E. Heplum
Executive Director
Human Resources Bureau

By _____
Title _____

Approved:

CITY OF PORTLAND


Paul P. Royal
Director
Training and Employment Division

Commissioner of Public Utilities

Approved as to Form:

City Auditor

City Attorney

Section I: Agreed Contractor

A. General Provisions

Contractor shall:

1. operate the employment and training project described in Attachment "A";
2. comply with all CETA provisions, rules, regulations, and fiscal requirements;
3. comply with City of Portland and County of Multnomah ordinances and State statutes;
4. comply with TED policies and procedures;
5. deliver to the City Auditor prior to the commencement of this contract evidence satisfactory to the Auditor:
 - a. of a Standard Liability Insurance Policy including contractual liability coverage in the single limit amount of \$300,000, with an endorsement naming the City as an additional insured, which protects its agents and employees from claims for damages arising in whole or in part out of Contractor's performance under this contract; or, if Contractor is approved as self-insured by the City, satisfactory written evidence that Contractor agrees to hold harmless, defend, and indemnify the City, its agents and employees, from any and all claims for damages, including costs and attorney's fees, arising in whole or in part out of the performance of this contract, except such claims due to the negligence of the City alone;
 - b. that all property and equipment purchased or received by Contractor under this contract is insured against fire, theft, and destruction equal to the full replacement cost;
 - c. that these insurance policies are in force and will not be cancelled without thirty (30) days' prior written notice to the City;
 - d. that Contractor has qualified (a) as a direct responsibility employer under 656.407 (Worker's 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;
 - e. if the Contractor enters into more than one (1) contract with the City, insurance shall be furnished, together with proper endorsements, for each separate contract. If the Contractor fails to maintain current insurance, including proper endorsements for each separate contract, the City may withhold payments to Contractor or terminate the contract;

6. File with TED's Fiscal Unit copies of:
 - a. Contractor's personnel policies including guidelines for hiring, termination, promotion, and discipline of employees;
 - b. a list of names and signatures of persons authorized to act as Contractor's agents and names and addresses for all Board members;
 - c. applicable collective bargaining agreements and letters of concurrence;

Contractor shall file changes in these documents with TED's Fiscal Unit prior to their effective dates;

7. submit to TED's Fiscal Unit within five (5) working days after the end of each month a Monthly Performance Report for that month. A Final Performance Report shall be submitted within forty-five (45) calendar days after the conclusion of the projects covered by this contract. Both Monthly and Final Performance Reports shall contain, at a minimum, those items specified in Attachment "C". Performance reports which are not received on time or are incomplete may result in delayed or reduced reimbursement or contract termination;
8. Contractor's staff shall, given reasonable notice, attend meetings and training sessions as requested by TED.

B. Fiscal Provisions

1. Contractor shall be paid on a tuition basis within the limits established by the Project Budget, included as Attachment "B". Any cost incurred by Contractor over and above the sums set out in the budget shall be at Contractor's sole risk and expense.
2. All contract payments are subject to audit. TED or its agents may perform audits at their discretion at any time during the contract period, or thereafter, to provide additional controls. If Contractor violates or permits violation of contract terms or conditions, Contractor shall repay TED the amount of funds directly related to the violation. If a contract cost is disallowed after reimbursement has occurred, Contractor shall repay TED within thirty (30) calendar days or on a written alternative schedule assigned by TED Fiscal Unit.
3. Tuition costs shall be reported to TED's Fiscal Unit by the fifth (5th) working day after the end of the month using the "Accounting Report Forms" included in Attachment "C".
4. Contractor will bill TED for the agreed upon tuition payments prior to disbursement by TED of such payments. Final billing must be received by TED's Fiscal Unit within forty-five (45) calendar days following the end of the contract period.

- 5. If Contractor receives any income as a result of activities under this contract, the income must be promptly accounted for in the Monthly and Final Performance Reports and cannot be spent without advance approval by TED. When program income is anticipated, the Contractor must promptly contact TED's Fiscal Unit to receive accounting instructions.

C. Personnel and CETA Participant Provisions

- 1. Contractor agrees that all CETA grievances initiated as a result of this contract shall be received and resolved in accordance with the TED Grievance Procedure.
- 2. Contractor agrees that all CETA participants served under this contract shall:
 - a. be oriented by the training supervisor concerning training goals and training conditions, including: 1) attendance and punctuality standards; 2) training which will be made available; 3) other project expectations. This orientation shall take place during the participant's first week of training. Participants shall be informed of changes or corrections in the orientation information prior to the change effective dates;
 - b. not be engaged by Contractor in any political, lobbying, labor organizing, or religious activities;
 - c. be adequately supervised during training hours and provided work or training conditions which, at a minimum, shall conform to the regulations established of the State of Oregon Bureau of Labor;
- 3. Contractor shall notify the appropriate TED Case Manager as far in advance as possible of work or training related problems involving CETA participants. The Case Manager shall be offered every reasonable opportunity to work with the site supervisor and the participant to solve the problem(s).

When participant suspension or termination appears to be necessary, the site supervisor shall give the Case Manager at least two (2) working days advance notice. In extreme cases, the site may immediately suspend a participant for dangerous or outrageous behavior but in no case shall the participant be terminated without advance notice to the Case Manager.

- 4. Contractor shall keep and ensure the accuracy of the daily time and attendance records for CETA participants and shall make such records available to TED upon request. This shall be done in accordance with TED's Participant Attendance Policy.
- 5. Contractor shall not discriminate against, or deny employment or services to any person on the grounds of race, color, religion, sex, national origin, age (except as provided by CETA regulations), handicap, citizenship or political affiliation or belief.

6. Contractor agrees that this contract does not in any way violate or contravene established collective bargaining agreements that have jurisdiction within the geographic area(s) served by this contract.

D. Records and Property Control

1. Contractor shall maintain and safeguard participant files and records, project records and documents, and evidence of accounting procedures and practices. Records must be sufficient to justify all costs claimed to have been incurred during the performance of this contract. These records shall be preserved and made available to TED and/or its agents for a period of five (5) years. However, in the event of an audit, records shall be kept by Contractor until the audit is completely resolved.
2. All files and records maintained under this contract shall be open to inspection by designated TED staff.
3. If disclosure of participant records is requested by the public, current TED confidentiality standards shall apply. If Contractor has more restrictive confidentiality provisions which are mandated by law, the more restrictive confidentiality provisions shall control.
4. Contractor shall provide to TED, on request, sufficient staff time necessary to a) perform project research; b) perform project evaluation; c) monitor the project; and d) complete fiscal reviews and audits.
5. Contractor shall submit to TED copies of all requests for Federal, State or local grants that affect this contract prior to submitting the request to the funding source.
6. Contractor shall submit to TED's Fiscal Unit one (1) copy of all formal documents produced under this contract.

Section II. Agreed TED

A. TED shall:

1. provide copies of CETA related information listed in Section I, Paragraphs "2" and "4", upon request;
2. supply required reporting forms.

- B. Payment for the services described in this contract will be made to Contractor after satisfactory performance and after receipt of billing with appropriate documentation by TED's Fiscal Unit, 522 SW Fifth Ave., 6th floor, Portland, Oregon 97204. Payment shall not be construed as a waiver of TED's right to challenge the level of Contractor's performance under this contract and to seek appropriate legal remedies.

Section III. Contract Assignment, Modification, Termination, and Sanctions

- A. The term "approval by TED", as used throughout this contract, means written approval by the Director of the Training and Employment Division.
- B. This contract is personal between the parties and Contractor shall not assign or subcontract in whole or part any contractual duties without approval by TED.
- C. In the event TED decides to assign its interest in this contract in whole or part, TED shall give written notice of the assignment to Contractor thirty (30) calendar days prior to the assignment.
- D. Any change in the contract or its attached exhibits shall be submitted to and approved by TED before becoming effective. A contract modification may be required when a line item amount is changed, when changes occur in Federal or State law, Rules or Regulations or allocations, or when a change in program design or goals is planned.
- E. This contract may be terminated, in whole or in part, without limiting remedies, by either party to this agreement if the other party fails to perform in accordance with the terms of the contract. In this event, the aggrieved party shall deliver ten (10) working days advance written notification to the other party specifying the performance failure and the intent to terminate.
- F. Either party to this contract may elect to terminate the contract without cause, providing a thirty (30) day written notice of intent to terminate is delivered to the other party.
- G. TED may terminate this agreement at any time by written notification if its federal, state or local grants are suspended, reduced, or terminated before or during the contract period.
- H. In the case of early contract termination by either party for whatever reason, the Contractor is entitled to payment of allowable tuition costs incurred only up to the date of contract termination.
- I. Nothing in this contract shall be construed to limit either parties' legal contract remedies, including but not limited to the right to sue for damages or specific performance, should either party materially violate any of the terms of this contract. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

PORTLAND OIC - CLERICAL TRAINING PROGRAM"

Portland OIC provides training in the clerical cluster for high frequency office occupations broken down as follows:

<u>Group I</u>	<u>Group II</u>	<u>Group III</u>
File Clerk	Clerk-Typist	Stenographer
Receptionist	General Office Clerk	Secretary:
Bookkeeper II		Medical
Data Entry Operator		Legal
		Professional

The average length of time for training in the various occupational groups vary depending on the skill levels required for entry into employment. Of these groups, training for Group I averages 15 weeks; Group II, 21 weeks; and Group III averages 31 weeks. Due to the timelines involved, participants of the Clerical Core program will be aiming at occupations under Groups I and II specifically, though participants will still have access to more advanced classes which fall under Group III, depending on their rate of progress or entry skills. Training slots and participant training curriculums should not exceed a maximum of twenty-one (21) weeks. Only in extreme cases where a participant could successfully complete a program under Group III within a reasonable amount of time will an extension be considered. Extensions must be approved by the Case Management supervisor, assuring that funds are available and will not exceed the maximum amount allowed in this contract. The curriculum is highly individualized and is geared around each participant, their goals, current skill levels, and their individual rates of progression. Because of this approach, a participant may complete training earlier than the norm, or may use the time remaining from classes where advancement is faster to concentrate on problem areas. Duplication in learning skills already acquired is also avoided presenting to each participant the option to take certain skills beyond the entry-level requirements necessary for employment in a specific occupation. This option not only assists in making the participant more competitive, but can also cut down the time required for upgrading at a later date.

The most attractive part of the individualized curriculum offered by POIC is that participants will exit with the skills necessary for specific positions since the curriculum provides for more than just basic clerical skills.

The individual classes offered at POIC are as follows:

1. Typing I, II, III (medical and legal terminology included where applicable).
2. Machine transcription
3. Filing
4. Bookkeeping I (general office or accounting specific)
5. Business Machines (word processors, key punch included when applicable)
6. Business Communications (Business English and telephone/switchboard skills)

7. Stenography

8. Office Practicum

Determination of the appropriate course of study or curriculum to be followed by each participant will occur through the joint efforts of the participant and the appropriate TED Case Manager with support and assistance from a designated POIC representative. Once a course of study is defined, a re-evaluation of the appropriateness of the course will occur after a one (1) month period. Any changes occurring in the course of study must be agreed upon by the participant, the appropriate TED Case Manager and POIC representative before changes can take place.

Representatives or Contact Persons from both TED's Case Management Unit and POIC will be designated to meet on a regular basis to insure communication and consistency in problem solving throughout the duration of the training. Procedures concerning the every day operation of this project (re: referral process, reporting, etc.) will be the responsibility of the designated representatives.

Entry Level Requirements:

1. 2 weeks (PET) Pre-Employment Training
2. Pre-Vocational Training
3. Skills: Minimum of:
 - a. 10th grade reading
 - b. 8th-10th grade math
 - c. clerical interests and aptitudes (determined by TED assessment)

ATTACHMENT B
PROJECT BUDGET

PROJECT BUDGET

Portland OIC as the Contractor shall be reimbursed for training expenses according to the tuition or "slot" basis as outlined herein.

- I. Training Slot: defined as classroom training for six (6) hours a day, five (5) days per week, not to exceed a length of twenty-one (21) weeks total or 630 hours total.
- II. Training Costs will be incurred on a weekly basis as follows:
 - A. \$51.62 will be charged for each training slot "filled" each week.
 1. A training slot will be considered "filled" if a participant (or participants if a slot vacancy and refill occurs during the same week) is enrolled and active in training for three (3) out of five (5) days during a given week.
 2. If a participant is absent on the first scheduled day of training, that day will be considered "unfilled".
 3. If a participant is absent during training, that day will be considered "filled" but in no case will more than two (2) days of consecutive absences by a participant count toward a "filled" slot status.
 4. Contractor will be responsible for participant time and attendance records and with tracking the filled status of each training slot according to form C-2, "Slot/Participant Tracking Form" included within Attachment "C".
 5. Contractor will be responsible for notifying TED's Case Management Unit of all absences in a timely manner.
 6. Once notified by Contractor of pending or vacated training slots, TED will make every effort to refill the training slot within the timelines agreed upon by assigned TED and Contractor liaisons.
 7. TED agrees to notify Contractor when vacated or unused training slots will not be utilized during the contract period according to timelines agreed upon by assigned TED and Contract liaisons.
 8. Contractor has the right to refuse the refill of a vacant slot after the third City working day of any given week only when the "unfilled" status of the slot is not impacted.
 - B. The maximum cost for any given training slot will not exceed \$1,084.
 - C. Up to thirty (30) training slots are available for TED participants.

- D. Contractor is guaranteed a minimum payment of \$16,260 (315 wks. x \$51.62) under this contract unless early contract termination occurs in which case Contractor shall only be entitled to actual training slot costs incurred up to the date of termination as stated under Section III, Paragraph "H" of this contract.
- E. Costs billed to this contract will not exceed (for thirty (30) training slots) \$32,521.
- F. All fiscal reporting to TED for reimbursement of training costs will occur on a monthly basis as stated under Attachment "C".

ATTACHMENT C
MONTHLY REPORT FORMS

MONTHLY AND FINAL PERFORMANCE REPORTS

TED requires a written discussion by the Project Director of the activities occurring during the report month. Reports must contain the following items, at a minimum:

- 0 Significant performance issues
- 0 Major concerns or problems
- 0 Administrative issues
 - 1. Personnel - including staff turnover
 - 2. Fiscal
 - 3. Other
- 0 Issues requiring TED attention
- 0 Director's Monthly Statistical Report C-1 (form attached)
- 0 Slot/Participant Tracking Form C-2 (form attached)

Reports must describe fully issues related to the administration of the contract and performance authorized by the contract.

Reports must be easily identifiable by contractor name, contract number, report month and project name (if applicable) and must be signed and dated by the Project Director.

The Director's Monthly Statistical Report (form C-1) and the Slot/Participant Tracking Form (form C-2) are to be completed according to a four (4) week reporting period and submitted with the above mentioned items as part of the Monthly and Final Performance Reports. Form C-1 is also used for billing tuition costs with completed Form(s) C-2 attached as back up documentation. Form C-1 and C-2 should be completed on the following reporting dates:

Reporting: 4 week periods

- 1. April 5 - April 30, 1982
- 2. May 3 - May 28, 1982
- 3. May 31 - June 25, 1982
- 4. June 28 - July 23, 1982
- 5. July 26 - August 20, 1982
- (Final) 6. August 23 - September 24, 1982 (five week period)

DIRECTOR'S MONTHLY STATISTICAL REPORT TO TED

102954

Portland OIC - Clerical Training Program

Contract Number: _____

Report Period: from ___/___/___ to ___/___/___

Performance Summary

SLOT DATA:	Report Period	Cumulative
Total # of weeks		
Total # of slots filled		
Tuition Costs (total # filled X \$51.62)		

PARTICIPANT DATA:	Report Period	Cumulative
# Served		
# Completing		
# Dropped/Terminated		
# Placed into Employment		

Into which clerical cluster were participants enrolled and out of those participants completing training, under which clerical cluster did they complete?

ENROLLED IN:

COMPLETED:

Report Period	Cumulative	CLERICAL CLUSTER	Report Period	Cumulative
		File Clerk		
		Receptionist		
		Bookkeeper II		
		Data Entry Operator		
		Clerk - Typist		
		General Office Clerk		
		Up - Grading		
		TOTAL		

An Ordinance authorizing one (1) contract with Portland Opportunities Industrialization Center, Inc., to provide up to thirty (30) training slots within the POIC Clerical Training Program for CETA participants referred by the Human Resources Bureau, AU 682, Training and Employment Division for the period beginning April 5, 1982 through September 24, 1982; authorizing expenditures in the amount not to exceed \$32,521 within the CETA Title VII fund; authorizing the drawing and delivery of a warrant and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland is the designated Prime Sponsor for administering funds under the Comprehensive Employment and Training Act (CETA) within the City, to provide training to economically disadvantaged persons.
2. That Portland Opportunities Industrialization Center, Inc., operates a Clerical Training Program on an annual basis.
3. The Training and Employment Division, through its Private Industry Council, finds this program appropriate and has budgeted funds from the FY 81-82 Title VII allocation to the City.
4. The contracting agency, costs and positions are set forth in Exhibit "A".
5. It is therefore appropriate that the Commissioner of Public Utilities and the City Auditor execute, on behalf of the City, one (1) contract with Portland Opportunities Industrialization Center, Inc., under the Human Resources Bureau, AU 682, Training and Employment Division for the period from April 5, 1982, through September 24, 1982, in the amount not to exceed \$32,521 as set forth in Exhibit "A".

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Utilities and the City Auditor are hereby authorized to execute, on behalf of the City, one (1) contract with Portland Opportunities Industrialization Center, Inc., under the Human Resources Bureau, AU 682, Training and Employment Division, for the period from April 5, 1982 through September 24, 1982, as set forth in Exhibit "A".

ORDINANCE No.

- b. The Mayor and the Auditor are hereby authorized to draw and deliver warrants chargeable to the FY 81-82 Budget, CETA Title VII, Human Resources Bureau, AU 682, Training and Employment Division, when demand is presented, approved by the proper authorities.

Section 2. The Council declares that an emergency exists because delay in the enactment of this Ordinance will cause unnecessary program interruption and administrative delay in the function of the CETA program; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **MAR 24 1982**

Commissioner Margaret Strachan
 JPG:BL:pj
 3/15/82

Attest:

Serge J. Fehrmich
 Auditor of the City of Portland

Calendar No. **723**

ORDINANCE No. 152994

Title

An Ordinance authorizing one (1) contract with Portland Opportunities Industrialization Center, Inc., to provide up to thirty (30) training slots within the POIC Clerical Training Program for CETA participants referred by the Human Resources Bureau, AU 682, Training and Employment Division for the period beginning April 5, 1982 through September 24, 1982; authorizing expenditures in the amount not to exceed \$32,521 within the CETA Title VII fund; authorizing the drawing and delivery of a warrant and declaring an emergency.

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

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

Filed MAR 19 1982

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

Jordan Crull
Deputy

INTRODUCED BY
Commissioner Margaret Strachan

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities <i>M Strachan / jip</i>
Works

BUREAU APPROVAL
Bureau:
Human Resources
Prepared By: <i>Joseph P. Gonzalez</i> Date: <i>3/16/82</i>
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>Erma E. Hepburn</i>
Erma E. Hepburn

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

NOTED BY
City Attorney
City Auditor
City Engineer