

EXHIBIT I
AGREEMENT FOR SERVICES

This Agreement for Services (Agreement) is between the City of Portland, Oregon (City) and Cascade Counseling Center (Contractor).

RECITALS: This contract sets forth the terms and conditions by which Cascade Counseling Center will provide Employee Assistance Program (EAP) services to the City, to be paid through the Bureau of Risk Management.

1. SCOPE OF CONTRACTOR SERVICES

The Contractor shall provide to the City those services and with the schedule set out in the attached EAP proposal from Cascade Counseling Center (Exhibit A).

2. SCOPE OF CITY SERVICES

To assist the Contractor in carrying out its obligations hereunder, the City shall perform the services and with the schedule set out in Exhibit A.

3. COMPENSATION

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out in Exhibit A, p. 26. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

4. BILLING AND PAYMENT PROCEDURE

The Contractor's billing and the City's payment procedures shall be as set out below.

- a. \$60,000 for counseling services billed in monthly installments to the Bureau of Risk Management.
- b. \$4,425 for employee orientation, supervisor training, and printing, billed to Risk Management as the services are delivered.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of July 1, 1986, and shall terminate as of June 30, 1987.

6. EARLY TERMINATION OF AGREEMENT

- a. The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.
- b. The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- c. Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

- a. In the event of termination under subsection 6(a) or (b) hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.
- b. In the event of termination under subsection 6(c) hereof by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this Section.
- c. In the event of termination under subsection 6(c) hereof by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this Section.

8. CITY PROJECT MANAGER

- a. The City Project Manager shall be Susy Wagner or such other person as shall be designated in writing by the head of the Bureau of Risk Management.
- b. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

9. COMPLIANCE WITH LAWS

- a. In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.
- b. In the event the Contractor provides goods or services to the City in the aggregate to excess of \$2,500.00 per fiscal year, Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

10. OREGON AND LAW FORUM

- a. This Agreement shall be construed according to the law of the State of Oregon.
- b. Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

11. INDEMNIFICATION

The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this Agreement.

12. PROFESSIONAL LIABILITY

- a. Contractor shall maintain professional liability insurance which shall provide coverage in the amount of \$500,000 to protect Contractor from any and all claims, demands, actions, and suits for malpractice arising from the Contractor's work under this Agreement. The insurance shall provide that the insurance shall not terminate or be cancelled without sixty (60) days written notice first being given to the City Auditor.
- b. Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain professional liability insurance shall be cause for immediate termination of this Agreement by the City.

13. WORKERS' COMPENSATION INSURANCE

- a. The Contractor shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Contract is executed. A certification of insurance, or copy thereof, shall be attached to this Contract as Exhibit B, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers compensation insurance coverage for the duration of this Agreement.
- b. In the event the Contractor's workers' compensation insurance coverage expires during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.
- c. The Contractor agrees to properly complete the City of Portland's Workers' Compensation Insurance Questionnaire prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit C and shall remain attached to this Agreement and become a part thereof as if fully copied herein.

14. SUBCONTRACTING

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

15. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without

the prior written approval of the City.

16. INDEPENDENT CONTRACTOR STATUS

- a. The Contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- b. The Contractor and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

17. FUNDS

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

18. BUSINESS LICENSE

Contractor shall obtain a City of Portland business license as required by PCC § 7.06.010 prior to beginning work under this Agreement. Contractor shall provide a business license number in the space provided at the end of this Agreement.

19. ADDITIONAL PROVISIONS

APPROVED AS TO FORM:

City Attorney

CONTRACTOR: _____

By: _____

Title: _____

Date: _____

Business License No. _____

Tax I.D. No. _____

or Social Security No. _____

CITY OF PORTLAND

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ORDINANCE No. 158813

An Ordinance authorizing an agreement with Cascade Counseling Center to provide Employee Assistance Program (EAP) services to the City of Portland for a sum not to exceed \$64,425.00, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Approval of EAP services has been included in the Workers Compensation Fund FY 86-87 Budget.
2. The firm of Cascade Counseling Center was selected to perform necessary EAP services.
3. The selection was made upon recommendation of a Selection Committee established in accordance with Chapter 5.68 of the City Code (Professional, Technical, and Expert Service Contracts).
4. The cost of these services in an amount not to exceed \$64,425.00 is to be charged to BUC 57700131, Expenditure Code 210, Professional Services, and is included in the scope of the FY 86-87 Workers Compensation Budget in the following manner:
 - a. The Employee Counseling Services Supervisor has been providing in-house EAP services to the City through the end of FY 85-86.
 - b. Savings from the FY 86-87 vacancy in this position will be used to provide EAP services through an outside contractor.
 - c. Line item adjustment from Personal Services to Professional Services will be made at First Quarter.
5. An agreement with Cascade Counseling Center is recommended by the Risk Manager.

NOW, THEREFORE, the Council directs:

1. The Commissioner of Public Affairs is authorized to execute on behalf of the City an agreement with Cascade Counseling Center for Employee Assistance Program (EAP) services at a cost not to exceed \$64,425.00 chargeable to BUC 57700131, Expenditure Code 210, Professional Services. The said agreements shall be in accordance with Exhibit I attached.

ORDINANCE No.

2. The Council declares that an emergency exists in order that there be no delay in providing EAP services to City employees; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, **JUL 30 1986**

Commissioner Lindberg

Aug. 1, 1986

John Hoffman:cm

Jewel Lansing

Auditor of the City of Portland

By

Eduardo Cervera

Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
BOGLE	/	
LINDBERG		/
SCHWAB	/	
STRACHAN	/	
CLARK	/	

FOUR-FIFTHS CALENDAR	
BOGLE	
LINDBERG	
SCHWAB	
STRACHAN	
CLARK	

Calendar No. **1539**

ORDINANCE No. **158813**

Title

An Ordinance authorizing an agreement with Cascade Counseling Center to provide Employee Assistance Program (EAP) services to the City of Portland for a sum not to exceed \$64,425.00, and declaring an emergency.

Filed JUL 25 1986

JEWEL LANSING
Auditor of the CITY OF PORTLAND

By Nancy Dunford
Deputy

INTRODUCED BY

Commissioner Lindberg

NOTED BY THE COMMISSIONER

Affairs **MDL** ~~BA~~

Finance and
Administration

Safety

Utilities

Works

BUREAU APPROVAL

Bureau:

Risk Management

Prepared By:

Date:

John Hoffman

7-16-86

Budget Impact Review:

☒ Completed

☐ Not required

Bureau Head:

Susy Wagner

CALENDAR

Consent

Regular

NOTED BY

City Attorney

City Auditor

City Engineer