

Contract
Contract No. 30000950
Homeless Services Projects

This contract is between the Council for the Homeless (CFTH) and the City of Portland, acting by and through its Portland Housing Bureau, hereafter called "City" for HMIS consultation services.

1. Effective Date and Duration

This contract shall become effective on September 1, 2009. This contract shall terminate on May 15, 2010. This contract shall become effective on the date this contract has been signed by every party.

2. Contract Manager

Each party has designated a contract manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this contract shall be directed to the appropriate individual identified below. The City contract manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate the Contract as provided herein, and to approve all changes except those that increase the total contract amount.

<u>CFTH</u>	<u>PHB</u>
Contract Manager: Craig Lyons	Contract Manager: Wendy Smith
2500 Main Street	421 SW Sixth Ave., Suite 500
Vancouver, WA 98660	Portland, OR 97204
360-993-9570	(503) 823-2386
360-694-8369 (fax)	(503) 823-2387 (fax)
Email: director@icfth.com	wendy.smith@ci.portland.or.us

3. Scope of Services

The statement of work is contained in Section I.

4. Compensation

The amount of funding support shall not exceed \$10,000 as cited in Section I.B.

- I. SCOPE OF SERVICES:** The purpose of this contract is to assist in providing funding to the City of Portland for the purpose of building, testing, and providing functional Advanced Reporting Tool (ART) reports within the Clark County HMIS system.

A. RESPONSIBILITIES OF CITY: City agrees to:

1. To provide ServicePoint and ART Consulting Services in a satisfactory manner in accordance with the terms of this Contract and in accordance with such other requirements as may be established or amended by CFTH.
2. To monitor and limit the outstanding commitments of, together with any paid claims for, ServicePoint and ART Consulting Services Payments, such that during the term of this Contract the maximum amount authorized to the City as specified is not exceeded.
3. To request reimbursement of services and only as permitted in this Contract or in a manner specified by CFTH.
4. To timely take deferral and corrective action as required or permitted by CFTH pursuant to this Contract.
5. To timely return all overpayments, if any, of reimbursements for Program Payments.
6. The City, its subcontractors, employees, officers, agents and assigns shall protect the confidentiality of all information concerning Participants in the HMIS database or otherwise funded by this Contract. They shall not release or disclose any such information except as directly connected with the administration of the HMIS Program or as authorized in writing by the applicant or recipient. All records and files shall be appropriately secured to prevent access by unauthorized persons.

B. RESPONSIBILITIES OF CFTH: CFTH agrees to:

1. To provide a commitment of funds in the maximum not-to-exceed amount of TEN THOUSAND (\$10,000) DOLLARS to be available for reimbursing the City for allowable services made pursuant to the terms of this Contract and of the HMIS Program as described herein, amended, and approved by CFTH.
2. To timely review requests for reimbursement of services by the City.
3. To timely reimburse allowable services to the City.
4. To reasonably consult with and notify the City regarding CFTH expectations or requirements concerning the HMIS Program, including but not limited to report outcome expectations, report timelines, data integrity needs, etc.
5. To reasonably notify the City in writing of deficiencies in the Program, if any, as observed by CFTH and to cooperate reasonably with the City in its obligation to rectify such deficiencies. Upon notice to the City, CFTH may terminate the HMIS consultation services until deficiencies are resolved to the satisfaction of CFTH.

II. GENERAL PROVISIONS:

A. **AMENDMENTS:** This contract can be altered, or modified at any time by mutual contract between the parties.

B. **TERMINATION:**

1. Either party may terminate this contract, without cause, upon 30 days written notice to the other party. Upon delivery of such notice of termination, further commitments for services will not be eligible for reimbursement by CFTH. Any additional services must have prior approval by CFTH. The City shall be entitled to reimbursement for appropriate services reasonably made or committed by approved contract prior to receipt of a termination notice pursuant to this section.
2. Either party may terminate this contract immediately by written notice upon a material breach by the other party of one or more of the terms of this contract. Upon delivery of such notice of termination, no further program payment requests will be eligible for reimbursement.
3. Notwithstanding the above subsections, termination of the contract shall not terminate any remedies available to the parties under this contract or at law, including but not limited to liability for damages sustained by virtue of any breach of this contract. CFTH may withhold any remaining reimbursements to the City for the purpose of compensating damages and may use whatever portion of such funds as are necessary to offset said damages when they are agreed upon by the parties or otherwise determined.

C. **INDEMNIFICATION:** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, CFTH shall indemnify, defend and hold harmless Portland from and against all liability, loss and costs arising out of or resulting from the acts of CFTH, its officers, employees and agents in the performance of this contract. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall indemnify, defend and hold harmless CFTH from and against all liability, loss and costs arising out of or resulting from the acts of Portland, its officers, employees and agents in the performance of this contract.

9. **INSURANCE:** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.


10. **ADHERENCE TO LAW:** Each party shall comply with all federal, state and local laws and ordinances applicable to this contract.

11. **NON-DISCRIMINATION:** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

12. **ACCESS TO RECORDS:** Each party shall have access to the books, documents and other records of the other which are related to this contract for the purpose of examination, copying and audit, unless otherwise limited by law.

13. **SUBCONTRACTS AND ASSIGNMENT:** Neither party will subcontract or assign any part of this contract without the written consent of the other party.
14. **THIS IS THE ENTIRE CONTRACT:** This Contract constitutes the entire Contract between the parties. This Contract may be modified or amended only by the written contract of the parties.


COUNCIL FOR THE HOMELESS



Authorized Signature _____ Date _____

Title

CITY OF PORTLAND



Margaret Van Vliet, Director _____ Date _____
Portland Housing Bureau

APPROVED AS TO FORM:**APPROVED AS TO FORM**



Linda Meng _____ 12/17/09
City Attorney CITY ATTORNEY Date