Grantor (Prime Sponsor)

Contractor

149491

Contract Nc.

City of Portland

Kaiser Foundation Health Plan of Oregon

This agreement for services is entered into by the Prime Sponsor, hereinafter referred to as the City and <u>Kaiser Foundation Health Plan of Oregon</u>

, hereinafter referred as the Contractor. The Contractor shall provide services under the City's Comprehensive Employment and Training Act (CETA) Program in accordance with the provisions of this contract and applicable Federal Regulations. This contract consists of this sheet, Agreement for Services, Narrative, budget and attachments, and required forms.

The Contractor shall perform the functions set forth under the terms and conditions established in this cost-reimbursement contract.

The functions of this contract shall be for _____ months from the effective date, not to exceed September 30, 1979 unless extended by City Council action.

In consideration of the foregoing, the City shall pay the Contractor allowable costs incurred in the performance of this contract, in an amount up to, but not to exceed \$10,552 to be paid from Federal funds received.

Dated this ____ day of _____, 19__.

Approved Executive_Director Human Resources Bureau

CONTRACTOR

By _____ Title

Approved Director. Training & Employment Divi sion

Approved as to Form

CITY OF PORTLAND

By Mayor

By ______ Auditor

City Attorney

AGREEMENT FOR SERVICES

PARTIES:

CITY OF PORTLAND (City), City Hall, 1220 S.W. Fifth Avenue, Portland, Oregon 97204.

Kaiser Foundation Health Plan of Oregon, 1500 S.W. First, Portland, OR 9720

RECITALS:

- A. Upon consideration of a request for proposal, <u>Kaiser</u> Foundation Health Plan of Oregon, the Contractor, is considered an appropriate agent to fulfill the terms of this contract.
- B. The City has funds to support this agreement derived from the U.S. Department of Labor (DOL) under Title VI of CETA.
- C. It is therefore appropriate for the City to enter into a contract wit Kaiser Foundation Health Plan of Oregon

the Contractor, to provide the services herein described.

AGREED/CONTRACTOR:

- Contractor shall be responsible for providing adequate supervision o participants assigned to their particular work site(s).
- Contractor shall provide a safe work environment for all participant assigned to their work site(s) and adhere to applicable safety stand
- 3. Supervisors shall make every effort to deal immediately with partici pant absences and shall also make every effort to assist the partici pants in achieving regular attendance. It is intended that subseque unnecessary absences can be influenced by speedy and early intervention on the part of the supervisor.
- Contractor shall make necessary staff time available to meet with Ci personnel on participant matters.
- Contractor shall make sufficient staff time available to fill out qu tionnaires and participate in interviews or other research and progr monitoring activities.
- Contractor shall be responsible for orienting every participant hire the Contractor.
- Contractor shall keep daily time and attendance records for participand make such records available upon request.

- 8. Contractor shall be responsible for adhering to all fiscal requirements of DOL and the City.
- 9. Participant files and records shall be open to inspection by designated City staff.
- 10. All fiscal records related to this contract shall be open to inspection by designated staff.
- 11. Contractor shall notify appropriate City staff at least 24 hours prior to an anticipated termination of a participant.
- 12. Contractor shall comply with the goals and objectives stated in the agency proposal, herein attached as Project Narrative, Exhibit A.

AGREED/CITY:

- City shall provide technical assistance in completing required reporting requirements.
- 2. City shall supply all required reporting forms to the Contractor.
- City shall provide technical assistance in developing data gathering systems.
- City shall monitor participant activities based on goals, objectives, productivity indicators and activities found in the project proposal.
- 5. City shall provide, on a limited basis, funds for approved participant job related training. Requests for such training must be received by the City at least thirty (30) days prior to the beginning of the training and reimbursement for approved training will be made directly to the provider.

GENERAL CONDITIONS:

- 1. Prior to commencement hereof, the Contractor shall deliver to the City Auditor evidence:
 - a. 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 forty-five (45) day cash flow, whichever is less. If the bonding is unavailable to Contractor, a third party trustee may be appointed;
 - b. of a Standard Liability Insurance Policy in the single limit of \$300,000 and provide the City Auditor with an endorsement thereto naming the City as an additional insured and protecting the City, its agents and employees from claims for damages arising out of the performance of this contract;

- c. that all property and equipment purchased or received by the Contractor or pursuant to this contract, is insured against fire, theft and destruction;
- d. that the above policies of insurance are in force and will not be cancelled without thirty (30) days prior notice to the City.
- 2. Contractor shall submit to the City a written Affirmative Action Plan within thirty (30) days after first hire.
- 3. In performance hereof, the Contractor shall comply with the provisions of the Civil Rights Compliance Statement (refer to Exhibit B).
- 4. In performance hereof, the Contractor shall comply with the provisions of the Oregon Revised Statutes, Chapter 279, relating to public contracts generally.
- 5. In performance hereof, the Contractor shall comply with the provisions of the Oregon Safe Employment Act, Chapter 654, relating to places of employment, safety and health.
- 6. If applicable, all non-expendable items purchased hereunder shall be purchased in the name of the City; such purchases shall be for cash and not include any credit terms; such purchases 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 an acceptable and current log of this property and property acquired under previous contracts with the City. Non-expendable is defined as items with a purchase price of \$100 and over.
- 7. If applicable, Contractor shall also maintain an acceptable and current log of all non-consumable supplies purchased under this contract.
- 8. If applicable, all non-expendable items and non-consumable supplies purchased under the agreement shall be returned to the City within ten (10) days after the close of the contract.
- 9. Contractor shall submit the required program reports (refer to Exhibit C) by the fifth working day of each month. Reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by the City. <u>Program reports not received by the time speci-</u> fied may result in delayed reimbursements.
- 10. Contractor shall maintain all fiscal and program performance records pertaining to this subgrant for a minimum of three (3) years after the close of the contract. In the event of dissolution of the corporation within the specified time, said records shall be turned over to the City Auditor.

- 11. The City shall provide management support and shall monitor and evaluate the services provided hereunder to assure that the goals and objectives of the contract are being met. The Contractor shall make staff and records available for this purpose. Technical assistance shall be provided to the Contractor upon request. Program progress shall be reported to the City Council upon request but in no case less than once a year.
- 12. The Contractor shall submit to the City one (1) copy of all formal documents produced under this contract.
- 13. The term "approval by the City" means written approval by the Commissioner in Charge of the Human Resources Bureau. Unless otherwise specified, documents to be submitted to the City by the Contractor shall be regarded as received when delivered to the Human Resources Bureau.
- 14. Compensatory time accrued by any employee performing services under this contract shall be taken within thirty (30) days of accrual to be charged as a contract cost. Time not taken within this period shall become the sole risk and expense of the Contractor.

ASSURANCES AND CERTIFICATIONS

General Assurances

1. The prime sponsor assures that it will fully comply with the requirements of the Comprehensive Employment and Training Act, all Federal regulations issued pursuant to the Act, and with its Comprehensive Employment and Training Plan, as approved by the Department of Labor.

2. The prime sponsor, in operating programs funded under the Act, assures that it will administer its programs under the Comprehensive Employment and Training Plan in full compliance with safeguards against fraud and abuse as set forth in CETA and the CETA regulations; that no portion of its CETA program will 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, or political affiliation or belief; that it will target employment and training services to those most in need of them.

3. The prime sponsor, in operating programs for youth funded under Title IV of the Act further assures that:

a. Applications will be coordinated to the maximum extent feasible with the plans submitted under Title II, but services to youth under that title shall not be reduced because of the availability of financial assistance under Title IV, per Sec. 436(a)(2).

Additional Assurances

4. In administering programs under CETA, the prime sponsor assures and certifies that:

- a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
- b. It will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which requires fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
- c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
- d. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the grant officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: (1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; (2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and (3) it will include substantially this assurance, including this third part, in every nonexempt subgrant, contract, or subcontract.

COMPENSATION - METHOD OF PAYMENT:

- 1. Total compensation shall not exceed \$10,552.
- 2. An advance shall be made to cover the cost of the Contractor's initial expenses for operation, not to exceed the sum of <u>N/A</u> upon receipt of a written request from the Contractor. Any advance request due to contract extension must be approved by the Director of the Training and Employment Division and be supported by cash flow statement.
- 3. The additional amounts due after the initial advance shall be reimbursed based upon receipt of the required Accounting Report Forms: (Refer to Exhibit C), the original, with the appropriate documentation attached. All reimbursement documents must be received by the fifth working day of each month. Reimbursement documents not received by the time specified may result in payments being held and made the following month. Reimbursement documents not received by the 20th day of the month may result in termination of contract. Advances will be recovered against program expenses based upon schedule to be furnished by HRB Fiscal, depending on the rate of expenditure.
- 4. All payments made pursuant to this contract are subject to post audit. The City shall peform spot audits, at their discretion, any time during the contract period to provide additional controls.

5. All funds received from the City shall be used by the Contractor as set forth in the budget (refer to Exhibit A). Funds not so used shall be promptly returned to the City at the end of the contract period. Any cost 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.

149491

6. 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. Line item overruns of 5% or \$1,000, whichever is less, are allowable without a budget amendment. All program income (i.e., sale of books written by project; admissions charged by performers; etc.) must be used to purchase consumable program supplies, with City approval. It may not be used for non-consumable expenditures (items over \$100) or for any other purpose. Income not used for consumable program supplies must be refunded to the City.

TERMINATION:

- This contract may be terminated by either party at any time by giving a thirty (30) day advance written notice by certified mail for willful failure or refusal of the other to perform faithfully the contract according to its terms.
- 2. 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 or terminated during the contract period. In the event of termination, the contractor shall be entitled to reimbursement for allowable costs incurred up to the date of termination indicated in the written notice.

ASSIGNMENT:

- 1. 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 subgrant in whole or part hereof without prior written consent of the City.
- 2. In the event the City decides to assign their interest in this contract in whole or part, the City shall give written notice of the assignment to the Contractor ten (10) days prior to the assignment.

ADDITIONAL GENERAL CONDITION

 Contractor shall be considered as the employer of record of the Public Service Employment participant(s). The Public Service Employment participant(s) shall be deemed to be an employee of the Contractor and Contractor shall provide Workers' Compensation coverage for the participant(s). Contractor shall hold harmless and indemnify the City of Portland by providing to the City of Portland an insurance certificate exhibiting the limits of such Workers' Compensation.

ASSURANCE OF COMPLIANCE WITH CITY OF PORTLAND AFFIRMATIVE ACTION PLAN

Kaiser Foundation Health Plan of Oregon (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.
- 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

By

(Contractor's Mailing Address)

Title

EXHIBIT C

PUBLIC SERVICE EMPLOYMENT PROGRAM

MONTHLY INVOICE

•	CURRENT DATE:		-							CITY OF POR HUMAN RESOLUTION SECTION S	RCES BUR EMPLOYME 5th, Rm.	NT DIVISION 612
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CONTRACT SIGNATOR OR DESIGNEE

TITLE

DATE

SPONSOR

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EMPLOYEE'S SIGNATURE

PUBLIC SERVICE EMPLOYMENT TIME SHEET

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Particip	pant's	Name									Par	ticipar	nt's Soc	tal Sec	curity N	lumber
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Hours Worked																
Day of Month	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
Hours Worked									1							

I CERTIFY TO THE ACCURACY OF THIS TIME SHEET:

Participant's Signature_

Supervisor's Signature_

Kaiser Foundation Health Plan of Oregon Title VI Special Project

APPROPRIATION UNIT 49491

		•	 LINE NEM WORKSHEET 2010					
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Code	Object Title							
	Full-Time Employees							
	Part-Time Employees				and the second			
	Federal Program Enrollees	\$10,552						
	Overtime							
	Premium Pay							
	Bansfits	736						
190	Less-Lebor Turnover							
100	Totel Personel Services	\$10,552						
210	Professional Services							
220	Utilities		 					
230	Equipment Rental			*				
240	Repair & Maintenance			*****	`			
260	Miscellaneous Services							
310	Office Supplies							
320	Operating Supplies							
330	Repair & Maint, Supplies							
340	Minor Equipment & Tools		1					
350	Clothing & Uniforms		· · · · ·		1			
330	Other Commodities-External				1			
410	Education							
420	Local Travel							
430	Out-of-Town Travel							
440	Space Rental							
45()	Interest							
460	Refunds							
471)	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	Totel Materials & Services							
610	Land							
620	Buildings							
630	Improvements							
64()	Furniture & Equipment							
601)	Total Capital Outlay							
70-)	Other							
· · · · · · · · · · · · · · · · · · ·	TOTAL	\$10,552						
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BUDGET JUSTIFICATION

PERSONNEL

DATE ______ April 15, 1980

PROJECT NO.

PROJECT TITLE Kaiser Foundation Health Plan of Oregon - Title VI Special Project

		With the state of the			
(A) Kumber of Persons	(B) Position or Title	(C) Monthly Salary Rate (Full-time)	(D) Percent of time on Project	(E) No. of Months on Project	(F) Cost (AxCxDxE)
· 2	Data Entry Clerk	818	100	6	\$9,816
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			,		
			SUBTOTA	L, PERSONNEL	\$9,816
			* % FRING	E BENEFITS	736
•			TOTAL,	PERSONNEL	\$10,552
*Indicate fringe	benefits as a ner	centage of "Sub			•

Grantor (Prime Sponsor)

Contractor

Contract No.

City of Portland _____ American Red Cross - Oregon Trail Chapter

This agreement for services is entered into by the Prime Sponsor, hereinafter referred to as the City and <u>American Red Cross - Oregon Trail Chapter</u>______, hereinafter referred as the Contractor. The

Contractor shall provide services under the City's Comprehensive Employment and Training Act (CETA) Program in accordance with the provisions of this contract and applicable Federal Regulations. This contract consists of this sheet, Agreement for Services, Narrative, budget and attachments, and required forms.

The Contractor shall perform the functions set forth under the terms and conditions established in this cost-reimbursement contract.

The functions of this contract shall be for <u>6</u> months from date of first hire and upon compliance with the general conditions of this contract, not to exceed September 30, 1980 unless extended by City Council action.

In consideration of the foregoing, the City shall pay the Contractor allowable costs incurred in the performance of this contract, in an amount up to, but not to exceed $\frac{4,360}{1000}$ to be paid from Federal funds received.

Dated	this day of,	19
Approv	ved:	CONTRACTOR:
X	singlib	Ву:
Execu Human	tive Director Resources Bureau	Title:
Appro	ved:	CITY OF PORTLAND
Dirde	tor, tor, ting & Employment Division	BY: City Auditor
Appro	oved as to Form	By: Commissioner of Public Utilities
<u>C:+</u>	<u> </u>	

City Attorney

PARTIES:

CITY OF PORTLAND (City), City Hall, 1220 S.W. Fifth Avenue, Portland, Oregon 97204.

American Red Cross Oregon Trail Chapter 4200 SW corbett, Portland Oregon

149491

RECITALS:

- A. Upon consideration of a request for proposal, American Red Cross Oregon Trail Chapter, the Contractor, is considered an appropriate agent to fulfill the terms of this contract.
- B. The City has funds to support this agreement derived from the U.S. Department of Labor (DOL) under Title VI of CETA.
- C. It is therefore appropriate for the City to enter into a contract with American Red Cross Oregon Trail Chapter the Contractor, to provide the services herein described.

AGREED/CONTRACTOR:

- 1. Contractor shall be responsible for providing adequate supervision of participants assigned to their particular work site(s).
- Contractor shall provide a safe work environment for all participants assigned to their work site(s) and adhere to applicable safety standards.
- 3. Supervisors shall make every effort to deal immediately with participant absences and shall also make every effort to assist the participants in achieving regular attendance. It is intended that subsequent unnecessary absences can be influenced by speedy and early intervention on the part of the supervisor.
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- 12. Contractor shall comply with the goals and objectives stated in the agency proposal, herein attached as Project Narrative, Exhibit A.

AGREED/CITY:

- 1. City shall provide technical assistance in completing required reporting requirements.
- 2. City shall supply all required reporting forms to the Contractor.
- City shall provide technical assistance in developing data gathering systems.
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- 1. Prior to commencement hereof, the Contractor shall deliver to the City Auditor evidence:
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a. Applications will be coordinated to the maximum extent feasible with the plans submitted under Title II, but services to youth under that title shall not be reduced because of the availability of financial assistance under Title IV, per Sec. 436(a)(2).

Additional Assurances

\$

4. In administering programs under CETA, the prime sponsor assures and certifies that:

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- b. It will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which requires fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
- c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
- d. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the grant officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: (1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; (2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and (3) it will include substantially this assurance, including this third part, in every nonexempt subgrant, contract, or subcontract.

COMPENSATION - METHOD OF PAYMENT:

- 1. Total compensation shall not exceed \$ 4,360.
- 2. An advance shall be made to cover the cost of the Contractor's initial expenses for operation, not to exceed the sum of <u>N/A</u> upon receipt of a written request from the Contractor. Any advance request due to contract extension must be approved by the Director of the Training and Employment Division and be supported by cash flow statement.
- 3. The additional amounts due after the initial advance shall be reimbursed based upon receipt of the required Accounting Report Forms: (Refer to Exhibit C), the original, with the appropriate documentation attached. All reimbursement documents must be received by the fifth working day of each month. Reimbursement documents not received by the time specified may result in payments being held and made the following month. Reimbursement documents not received by the 20th day of the month may result in termination of contract. Advances will be recovered against program expenses based upon schedule to be furnished by HRB Fiscal, depending on the rate of expenditure.
- 4. All payments made pursuant to this contract are subject to post audit. The City shall peform spot audits, at their discretion, any time during the contract period to provide additional controls.

- 5. All funds received from the City shall be used by the Contractor as set forth in the budget (refer to Exhibit A). Funds not so used shall be promptly returned to the City at the end of the contract period. Any * cost 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
- 6. 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. Line item overruns of 5% or \$1,000, whichever is less, are allowable without a budget amendment. All program income (i.e., sale of books written by project; admissions charged by performers; etc.) must be used to purchase consumable program supplies, with City approval. It may not be used for non-consumable expenditures (items over \$100) or for any other purpose. Income not used for consumable program supplies must be refunded to the City.

TERMINATION:

- This contract may be terminated by either party at any time by giving a thirty (30) day advance written notice by certified mail for willful failure or refusal of the other to perform faithfully the contract accord ing to its terms.
- 2. 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 or terminated during the contract period. In the event of termination, the contractor shall be entitled to reimbursement for allowable costs incurred up to the date of termination indicated in the written notice.

ASSIGNMENT:

- 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 subgrant in whole or part hereof without prior written consent of the City.
- 2. In the event the City decides to assign their interest in this contract in whole or part, the City shall give written notice of the assignment to the Contractor ten (10) days prior to the assignment.

ADDITIONAL GENERAL CONDITION

 Contractor shall be considered as the employer of record of the Public Service Employment participant(s). The Public Service Employment participant(s) shall be deemed to be an employee of the Contractor and Contractor shall provide Workers' Compensation coverage for the participant(s). Contractor shall hold harmless and indemnify the City of Portland by providing to the City of Portland an insurance certificate exhibiting the limits of such Workers' Compensation.

EXHIBIT B

ASSURANCE OF COMPLIANCE WITH CITY OF PORTLAND AFFIRMATIVE ACTION PLAN

American Red Cross Oregon Trail Chapter (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.
- 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	Ву	
	Title	
(Contractor's Mailing Address)		,



EXHIBIT C

PUBLIC SERVICE EMPLOYMENT PROGRAM

SPONSOR

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MONTHLY INVOICE

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EMPLOYEE'S SIGNATURE

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PUBLIC SERVICE EMPLOYMENT TIME SHEET

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Particip												-		ctal Sec	curity N	lumber
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Hours Worked																
Day of Month	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
Hours Worked																

I CERTIFY TO THE ACCURACY OF THIS TIME SHEET:

Participant's Signature_

Supervisor's Signature_

American Red Cross - Oregon Trail Chapter - Title VI Special Project

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APPROPRIATION UNIT 19491

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Code	Object Title							
110	Full-Time Employees							
	Part-Time Employees							
	Federal Program Enrollees	4,056						
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	Overtime							
	Premium Pay							
	Bonefits	304						
190	Less-Labor Turnover							
100	Totel Personal Services	4,360						
210	Professional Services							
220	Utilities		-				r	
230	Equipment Rental						·	
240	Repair & Maintenance							
260	Miscellaneous Services							
310	Office Supplies		-					
320	Operating Supplies							
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380	Other Commodities-External							
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510	Fleet Services							
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59 0	Other Services-Internal		······					
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620	Buildings							
630			1					
64()	Furniture & Equipment							
600	Total Capital Outlay							
70()	Other							
	TOTAL	4,360						
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BUDGET JUSTIFICATION

PERSONNEL

149491

DATE _____March 31, 1980

PROJECT NO.

PROJECT TITLE ______ American Red Cross - Oregon Trail Chapter

(A) Number of Persons	(B) Position or Title	(C) Monthly Salary Rate (Full-time)	(D) Percent of time on Project	(E) No. of Months on Project	(F) Cost (AxCxDxE)
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			TOTAL .	PERSONNEL	4,360
*Indicate fringe	e benefits as a per	centage of "Sub			•

Grantor (Prime Sponsor)

Contractor

Contract No.

149491

City of Portland

Portland Adventist Medical Center

This agreement for services is entered into by the Prime Sponsor, hereinafter referred to as the City and Portland Adventist Medical Center

, hereinafter referred as the Contractor. The Contractor shall provide services under the City's Comprehensive Employment and Training Act (CETA) Program in accordance with the provisions of this contract and applicable Federal Regulations. This contract consists of this sheet, Agreement for Services, Narrative, budget and attachments, and required forms.

The Contractor shall perform the functions set forth under the terms and conditions established in this cost-reimbursement contract.

The functions of this contract shall be for <u>6</u> months from the effective date, not to exceed September 30, 1979 unless extended by City Council action.

In consideration of the foregoing, the City shall pay the Contractor allowable costs incurred in the performance of this contract, in an amount up to, but not to exceed ^{17,550} to be paid from Federal funds received.

Dated this ____ day of _____, 19__.

Approved Executive Director Human Resources/Bureau

CONTRACTOR

By Title_____

Approved Difrector, Training & Employment vision Di

CITY OF PORTLAND

By	***		
	Mayor		•
By			
	Auditor		

Approved as to Form

City Attorney

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PARTIES:

CITY OF PORTLAND (City), City Hall, 1220 S.W. Fifth Avenue, Portland, Oregon 97204.

Portland Adventist Medical Center 10123 SE Market, Portland, Oregon

RECITALS:

- A. Upon consideration of a request for proposal, <u>Portland Adventist Medical Center</u>, the Contractor, is considered an appropriate agent to fulfill the terms of this contract.
- B. The City has funds to support this agreement derived from the U.S. Department of Labor (DOL) under Title VI of CETA.
- C. It is therefore appropriate for the City to enter into a contract with <u>Portland Adventist Medical Center</u>, the Contractor, to provide the services herein described.

AGREED/CONTRACTOR:

- 1. Contractor shall be responsible for providing adequate supervision of participants assigned to their particular work site(s).
- Contractor shall provide a safe work environment for all participants assigned to their work site(s) and adhere to applicable safety standards.
- 3. Supervisors shall make every effort to deal immediately with participant absences and shall also make every effort to assist the participants in achieving regular attendance. It is intended that subsequent unnecessary absences can be influenced by speedy and early intervention on the part of the supervisor.
- 4. Contractor shall make necessary staff time available to meet with City personnel on participant matters.
- 5. Contractor shall make sufficient staff time available to fill out questionnaires and participate in interviews or other research and program monitoring activities.
- 6. Contractor shall be responsible for orienting every participant hired by the Contractor.
- 7. Contractor shall keep daily time and attendance records for participants and make such records available upon request.

- 8. Contractor shall be responsible for adhering to all fiscal requirements of DOL and the City.
- 9. Participant files and records shall be open to inspection by designated City staff.
- 10. All fiscal records related to this contract shall be open to inspection by designated staff.
- 11. Contractor shall notify appropriate City staff at least 24 hours prior to an anticipated termination of a participant.
- 12. Contractor shall comply with the goals and objectives stated in the agency proposal, herein attached as Project Narrative, Exhibit A.

AGREED/CITY:

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- 1. City shall provide technical assistance in completing required reporting requirements.
- 2. City shall supply all required reporting forms to the Contractor.
- City shall provide technical assistance in developing data gathering systems.
- 4. City shall monitor participant activities based on goals, objectives, productivity indicators and activities found in the project proposal.
- 5. City shall provide, on a limited basis, funds for approved participant job related training. Requests for such training must be received by the City at least thirty (30) days prior to the beginning of the training and reimbursement for approved training will be made directly to the provider.

GENERAL CONDITIONS:

- 1. Prior to commencement hereof, the Contractor shall deliver to the City Auditor evidence:
 - a. 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 forty-five (45) day cash flow, whichever is less. If the bonding is unavailable to Contractor, a third party trustee may be appointed;
 - b. of a Standard Liability Insurance Policy in the single limit of \$300,000 and provide the City Auditor with an endorsement thereto naming the City as an additional insured and protecting the City, its agents and employees from claims for damages arising out of the performance of this contract;

- c. that all property and equipment purchased or received by the Contractor or pursuant to this contract, is insured against fire, theft and destruction;
- d. that the above policies of insurance are in force and will not be cancelled without thirty (30) days prior notice to the City.
- 2. Contractor shall submit to the City a written Affirmative Action Plan within thirty (30) days after first hire.
- 3. In performance hereof, the Contractor shall comply with the provisions of the Civil Rights Compliance Statement (refer to Exhibit B).
- 4. In performance hereof, the Contractor shall comply with the provisions of the Oregon Revised Statutes, Chapter 279, relating to public contracts generally.
- 5. In performance hereof, the Contractor shall comply with the provisions of the Oregon Safe Employment Act, Chapter 654, relating to places of employment, safety and health.
- 6. If applicable, all non-expendable items purchased hereunder shall be purchased in the name of the City; such purchases shall be for cash and not include any credit terms; such purchases 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 an acceptable and current log of this property and property acquired under previous contracts with the City. Non-expendable is defined as items with a purchase price of \$100 and over.
- 7. If applicable, Contractor shall also maintain an acceptable and current log of all non-consumable supplies purchased under this contract.
- 8. If applicable, all non-expendable items and non-consumable supplies purchased under the agreement shall be returned to the City within ten (10) days after the close of the contract.
- 9. Contractor shall submit the required program reports (refer to Exhibit C) by the fifth working day of each month. Reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by the City. <u>Program reports not received by the time speci-</u> fied may result in delayed reimbursements.
- 10. Contractor shall maintain all fiscal and program performance records pertaining to this subgrant for a minimum of three (3) years after the close of the contract. In the event of dissolution of the corporation within the specified time, said records shall be turned over to the City Auditor.

- 11. The City shall provide management support and shall monitor and evaluate the services provided hereunder to assure that the goals and objectives of the contract are being met. The Contractor shall make staff and records available for this purpose. Technical assistance shall be provided to the Contractor upon request. Program progress shall be reported to the City Council upon request but in no case less than once a year.
- 12. The Contractor shall submit to the City one (1) copy of all formal documents produced under this contract.
- 13. The term "approval by the City" means written approval by the Commissioner in Charge of the Human Resources Bureau. Unless otherwise specified, documents to be submitted to the City by the Contractor shall be regarded as received when delivered to the Human Resources Bureau.
- 14. Compensatory time accrued by any employee performing services under this contract shall be taken within thirty (30) days of accrual to be charged as a contract cost. Time not taken within this period shall become the sole risk and expense of the Contractor.

ASSURANCES AND CERTIFICATIONS

General Assurances

1. The prime sponsor assures that it will fully comply with the requirements of the Comprehensive Employment and Training Act, all Federal regulations issued pursuant to the Act, and with its Comprehensive Employment and Training Plan, as approved by the Department of Labor.

2. The prime sponsor, in operating programs funded under the Act, assures that it will administer its programs under the Comprehensive Employment and Training Plan in full compliance with safeguards against fraud and abuse as set forth in CETA and the CETA regulations; that no portion of its CETA program will 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, or political affiliation or belief; that it will target employment and training services to those most in need of them.

3. The prime sponsor, in operating programs for youth funded under Title IV of the Act further assures that:

a. Applications will be coordinated to the maximum extent feasible with the plans submitted under Title II, but services to youth under that title shall not be reduced because of the availability of financial assistance under Title IV, per Sec. 436(a)(2).

Additional Assurances

4. In administering programs under CETA, the prime sponsor assures and certifies that:

- a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-35
- b. It will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which requires fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
- c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
- For grants, subgrants, contracts, and subcontracts in excess of \$100,000 d. or where the grant officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: (1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; (2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and (3) it will include substantially this assurance, includ ing this third part, in every nonexempt subgrant, contract, or subcontract.

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- 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.
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- 5. An active education program which will keep management, supervisors and employees informed of their social and civil rights and responsibilities.

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Dated

By

(Contractor's Mailing Address)

Title

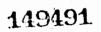


EXHIBIT C

PUBLIC SERVICE EMPLOYMENT PROGRAM

MONTHLY INVOICE

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CONTRACT SIGNATOR OR DESIGNEE

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SPONSOR

CITY OF PORTLAND

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PUBLIC SERVICE EMPLOYMENT TIME SHEET

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	Participant's Name Participant's Social Security Number For Month and Year:															
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Day of Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours Worked																
Day of Month	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
Hours Worked																

I CERTIFY TO THE ACCURACY OF THIS TIME SHEET:

Participant's Signature

Supervisor's Signature_

•	Portland Adve Center - Titl	e VI Special)	-	LINE ITE	RIATION UNIT	542
			L				
Code	Object Title						
110	Full-Time Employees						1
	Part-Time Employees						
130	Federal Program Enrolleus	\$14,040				······································	+
140	Overtime						+
150	Premium Pay						1
170	Benefits	3,510					
190	Less-Labor Turnover						
100	Total Personal Services	\$17,550					
210	Professional Services						1
220	Utilities						
230	Equipment Rental					*	1
240	Repair & Maintenance						· ·
260	Miscellaneous Services						
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 Space Rental						
45()	Interest						
460	Refunds						
471)	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						
20 0- 500	Total Materials & Services						
610	Land						
620							
630							
64()	Furniture & Equipment			(*)			
600	Total Capital Outlay			•7			
70-)	Other						
	TOTAL	\$17,550					

BUDGET JUSTIFICATION

PERSONCEL

149491

DATE April 15, 1980

PROJECT NO.

PROJECT TITLE _____ Portland Adventist Medical Center -_ Title VI Special Project

(A) Kumber of Persons	(B) Position or Title	(C) Monthly Salary Rate (Full-time)	(D) Percent of time on Project	(E) No. of Months on Project	(F) Cost (AxCxDxE)
3	Data Entry Clerk	780	100	66	\$14,040
•.					
	-				
				Manual Provider	
		<u></u>			
				L, PERSONNEL	\$14,040
				E BENEFITS	3,510 \$17,550
L			TOTAL,	PERSONNEL	\$17,550

*Indicate fringe benefits as a nercentage of "Subtotal Perconnel"

ORDINANCE No. 149491

An Ordinance authorizing three (3) contracts under the Human Resources Bureau, creating six (6) positions under CETA Title VI Special Projects for contract periods not to exceed September 30, 1980; transferring appropriations in the amount of \$32,462 within the CETA Fund; and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

- 1. The City of Portland has been designated by the United States Department of Labor as Prime Sponsor for administering funds under the Comprehensive Employment and Training Act to provide employment for unemployed persons.
- The Training and Employment Division has reviewed and determined appropriate for funding, three (3) requests for contracts, creating six (6) positions under CETA Title VI Special Projects for Portland Adventist Medical Center, Kaiser Foundation Health Plan of Oregon and american Red Cross, Oregon Trail Chapter.
- 3. Funds have been budgeted and are available under Title VI of CETA from the Department of Labor.
- 4. The contracting agencies, costs and positions are set out in Exhibit "A".
- 5. It is therefore appropriate that the Auditor and Commissioner of Public Utilities execute, on behalf of the City, three (3) contracts under CETA Title VI Special Projects, Human Resources Bureau, as set out in the exhibits hereof.

NOW, THEREFORE, the Council directs:

- a. The Auditor and Commissioner of Public Utilities execute, on behalf of the City, three (3) contracts under CETA Title VI Special Projects, Human Resources Bureau, for periods not to exceed September 30, 1980, as set out in the exhibits hereof.
- b. The Finance Officer is hereby authorized to amend the 1979-80 City Budget with transfer of appropriations as follows:

Page No. 1 of 2

EXHIBIT "A"

CONTRACTOR	No. of F	Pos. Wages	Fringe	Total
Kaiser Foundation Health Plan of Oregon	2	\$ 9,816	\$ 736	\$10,552
American Red Cross - Oregon Trail Chapter	1	4,056	304	4,360
Portland Adventist Medical Center	3	14,040	3,510	17,550
TOTAL	6	\$27,912	\$4,550	\$32,462

	ORDINANCE No.		TRANSFER	149491
	Requirements	From	To	
	Title VI Unobligated Holdings BUC No. 66900037.260	\$ \$32,462		
	Title VI Contracts BUC No. 67000030.280 .281		\$27,912 	
n ay ana ang sang sang	Total Requirements	\$32,462	\$32,462	19
	Section 2. The Council declares to in enactment of this Ordinance in the administration of the nance shall be in force and e the Council.	ce will result in CETA program: th	unnecessary problem	y s s s s s s s s s s s s s s s s s s s
Passe	ed by the Council, APR 231980 Commissioner Francis Ivancie JPG:SR:j 4/15/80 Atte	ist:	the City of Portland	

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THE COMMISSIONERS VOTED AS FOLLOWS:						
in a constant	Yeas	Nays				
Ivancie	1					
Jordan	1					
Lindberg		ананананананананананананананананананан				
Schwab	ż					
McCready						

FOUR-FIFTHS CALENDAR				
Ivancie				
Jordan				
Lindberg				
Schwab				
McCready				

Calendar No.1113

ORDINANCE No. 149491

Title

An Ordinance authorizing three (3) contracts under the Human Resources Bureau, creating six (6) positions under CETA Title VI Special Projects for contract periods not to exceed September 30, 1980 transferring appropriations in the amoun of \$32,462 within the CETA Fund; and declaring an emergency.

GEORGE YERKOVICH Auditor of the CITY OF PORTLAND

Deputy

Filed

ndar No. 1433	INTRODUCED BY
ildal INO. A State	COMMISSIONER IVANCIE
ANCE No. 149491	NOTED BY THE COMMISSIONER
Title	Affairs Finance and Administration
thorizing three (3) con- the Human Resources Bureau, (6) positions under CETA ial Projects for contract o exceed September 30, 1980;	Safety Utilities FJI MK
appropriations in the amount thin the CETA Fund; and	Works
emergency.	BUREAU APPROVAL Bureau:
	Human Resources Prepared By: SR Date: Jbseph F. Gonzales 4/15/30 Budget Impact Review: Completed Not required Bureau Head: Janfee J. Milson
	NOTED BY
	City Attorney City Auditor
APR 1 8 1980	City Engineer
GEORGE YERKOVICH of the CITY OF PORTLAND	