

C O N T R A C T

DATE March 25, 1980

This Contract in the amount of \$ 435,026, between the State of Oregon, Department of Human Resources, Office of Elderly Affairs, hereinafter referred to as "OEA and City of Portland, hereinafter referred to as the "CONTRACTOR"; begins September 1, 1979, and ends June 30, 1980, and consists of the following documents, exhibits, and attachments which become an integral part of the contractual document:

<u>DOCUMENTS</u>	<u>PAGES</u>
General Provisions	2 - 6
Exhibit A - Proposal for Services	7 - 12

This Contract shall not become effective until approved by the Executive Department, State of Oregon.

A G R E E D:

CONTRACTOR'S NAME AND ADDRESS

BY: _____

TITLE: _____

DATE: _____

A G R E E D:

OFFICE OF ELDERLY AFFAIRS
DEPARTMENT OF HUMAN RESOURCES

BY: _____

TITLE: Administrator

DATE: _____

OFFICE OF THE DIRECTOR
DEPARTMENT OF HUMAN RESOURCES

BY: _____

TITLE: Deputy Director

DATE: _____

A P P R O V E D:

EXECUTIVE DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

Office of Elderly Affairs
Internal Approval

Field Staff: Initials _____ Date _____

Bus. Manager: Initials _____ Date _____

_____: Initials _____ Date _____

Payment as provided herein shall be the sole monetary obligation of the OEA. Unless otherwise specified, the responsibility for payment of all operating expenses, Federal, State, County or City Taxes/Assessments, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor.

VIII. SAFEGUARDING OF CLIENT INFORMATION

The use or disclosure by any party of any information concerning a recipient of services purchased under this Contract, for any purpose not directly connected with administration or program evaluation of OEA and the Contractor's responsibilities with respect to such purchased services, is prohibited except on written consent of the OEA, the recipient or the recipient's attorney.

Client records shall be retained by the Contractor and/or service providers and shall be made available at all reasonable times to the OEA, or its duly authorized representative, for evaluation through inspection or other means, the quality, appropriateness, timeliness of services and fees charged to clients.

The Contractor agrees to include this provision in all agreements with service providers.

IX. EQUAL OPPORTUNITY

Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, the Contractor agrees to comply with all provisions of Executive Order No. 11246 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance". The Contractor will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment. Any Contractor receiving reimbursements not exceeding \$10,000 from the OEA shall be exempted from the requirements of this provision.

X. REPORTS, RECORDS AND CONTROLS

The Contractor agrees to maintain program records including statistical records, and to provide program reports at times and in the form prescribed by OEA. The Contractor shall exercise such controls as are necessary to assure full compliance with the contract, and also agrees to make provisions for program and facilities review, including meetings with any staff directly or indirectly involved in the provision of services which may be conducted at any reasonable time by persons authorized by OEA. 334

XI. AUDIT OF RECORDS

The Contractor shall make available for inspection/audit, any of the Contractor's and/or service providers records to State, Federal and other personnel authorized by OEA.

The Contractor agrees to cause and submit to the OEA, a copy of a Fiscal Audit of its financial records, within six months of the expiration of this Contract in accordance with OEA instruction. If the Audit has not been completed by this date, the Contractor will forward to OEA, in writing, the reasons for the delay and the anticipated completion date of the Audit.

XII. RETENTION OF RECORDS

The Contractor agrees to retain all books records, and other documents relevant to this agreement for three years after the end of this Contract year. No books, records or other documents shall be destroyed, even though this retention period has passed, until after the required Audit for this Contract year has been completed and the books, records or other documents have been released by the Audit Authority. The Contractor agrees to include this provision in all agreements with service providers.

XIII. RENEGOTIATION OR MODIFICATION

Any alterations, variations, modifications, or waivers or provisions of this Contract shall be valid only when they have been reduced to writing, duly signed, approved as required by the Contractor and the OEA and attached to the original of this Contract.

XIV. NON-PERFORMANCE

Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not limited to fire, epidemic, strikes, natural disasters, the public enemy, legal acts of the public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against.

XVIII. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract without prior written approval of the OEA (which shall be attached to the original Contract) and subject to such conditions and provisions as the OEA may deem necessary. No such approval by the OEA of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the OEA in addition to the total agreed upon price.

XIX. PROPERTY

The Contractor shall comply with Title 45 CFR, Part 74, Sub-part 0-- Property relating to property acquired with funds from this Contract.

XX. UNALLOWABLE COSTS

The Contractor will not be reimbursed for any services to persons receiving services from the Department of Human Resources, Adult and Family Services Division (AFS), other than food stamps. Persons potentially eligible for such services shall be encouraged to apply for and receive their assistance through AFS or other public entity.

XXI. CLIENT FEES - PROJECT INCOME

No fees or charges shall be made to clients by the Contractor or service provider for services provided under this Contract except those schedules approved by the OEA for statewide use. All such client fees so collected shall be retained and used by the Contractor to extend such services to an additional number of eligible clients. All such collections shall be exclusive of the consideration listed in this Contract.

XXII. WITHHOLDING OF CONTRACT PAYMENTS

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor as defined by the clause entitled "Non-Performance", "Termination", or "Termination for Default" as applicable. The OEA shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

XXIII. ADMINISTRATIVE COSTS

Reimbursement for administrative costs incurred by the Contractor and Sub-contractor is limited to 15% of the face amount of the Contract.

- XXIII. Of the Original OPI allotment for FY '80, the sum of \$60,334 was advanced to the contractor in the form of an amendment to the FY '79 contract (BAM 00750). Unobligated portions of this advance may be carried over. Total funds due the contractor may not exceed an amount equal to the face value of this contract, plus the balance of unobligated funds from BAM 00750.

\$474,414	Total OPI Allocation
<u>60,334</u>	Advance (BAM 00750)
\$419,080	Amount the Contract
\$ 16,847 <i>bcc</i>	Anticipated carry-over from BAM 00750
<u>419,080</u>	Amount this Contract
\$435,927 <i>WCF</i>	Amount budgeted

- XXIV. The contractor shall negotiate with the Office of Elderly Affairs to arrive at mutually agreed upon standards for units of service for reporting all case management services provided to clients.

Maintain access to needed services for elderly residents by providing case planning and case management services to 1,000 individuals who meet the established needs criteria for the period September 1, 1979 through June 30, 1980.

<u>Major Action Steps to Achieve Objective</u>	<u>Estimated Quarter of Completion</u>	<u>Actual Accep- tance</u>
Step 1: In accordance with established City Contract selection process which require open bid procedures for two district center contracts each year, identify appropriate contractors for case planning/case management services in south-east and northwest aging services districts.		
Step 2: Sign and implement contracts for the period September 1, 1979 through June 30, 1980 with 8 neighborhood based agencies to include case planning and case management services as follows:		
a) MCCA, to provide case planning/case management services to 260 low-income elderly individuals in East Multnomah County.		
b) Hollywood Senior Center, Inc., to provide case planning and case management to 193 low-income elderly individuals in Northeast Portland.		
c) Urban League Inc., to provide case planning/case management services to 300 low income elderly individuals in Near/Northeast Portland.		

Projected Funds to Achieve Objective

TITLE III	\$	102,412
TITLE III MATCHING FUNDS	\$	
OPI	\$	134,219
OPI MATCHING FUNDS	\$	
OTHER RESOURCES	\$	
TOTAL ESTIMATED FUNDS		\$ 236,631

Major Action Steps to Achieve Objective

Estimated
Quarter of
Completion

149529

- d) North Portland Rotary, Inc. to provide case planning/ case management services to 260 low-income elderly individuals in North Portland.
- e) Appropriate contractor for Northwest district as identified in step 1, to provide case planning/case management services to 112 low income elderly individuals in Northwest Portland.
- f) Neighborhood House, Inc., to provide case planning/ case management services to 145 low income elderly individuals in Southwest Portland.
- g) Appropriate contractor for Southeast district as identified in step 1, to provide case management/case planning services to 609 low income elderly individuals in Southeast Portland.
- h) Northwest Pilot Project, Inc., to provide case planning/ case management services to 140 low income elderly individuals in Downtown Portland.

Step #3:

Monitor and assess contracts in accordance with established procedures for case planning/case management activities during the period September 1, 1979 through June 30, 1980.

On Going

Step #4:

Provide training and technical assistance to contractors for case planning/case management activities as appropriate during the period September 1, 1979 through June 30, 1980.

On Going

Step #5:

Take necessary action to ensure that case planning/case management services are integrated into the Area Agency on Aging service system during the period September 1, 1979 through June 30, 1980.

On Going

Step #6:

Examine needs and resources for case planning/case management services as part of the ongoing planning process for the ongoing planning process for the purpose of developing recommendations to modify the delivery of services as appropriate during the period September 1, 1979 through June 30, 1980.

On Going

Maintain independent and dignified living among the frail elderly by providing 32,692 hours of in-home supportive services for the period September 1, 1979 through June 30, 1980. 149529

<u>Major Action Steps to Achieve Objective</u>	<u>Estimated Quarter of Completion</u>	<u>Actual Accom- plishment</u>
Step 1: Sign and implement a contract with Metropolitan Family Services, to provide homemaker, housekeeper, and case management services	1st Qtr.	
Step 2: Monitor and assess a contract in accordance with established procedures. (See Exhibit D-6).	Ongoing	
Step 3: Provide necessary training and technical assistance to contractor. (See Exhibit D-8).	Ongoing	
Step 4: Take necessary action to ensure that in-home supportive services are integrated into the Area Agency on Aging Service system.	Ongoing	

Projected Funds to Achieve Objective

TITLE III	\$	_____
TITLE III MATCHING FUNDS	\$	_____
OPI	\$	295,935
OPI MATCHING FUNDS	\$	_____
OTHER RESOURCES	\$	_____
TOTAL ESTIMATED FUNDS	\$	295,935

Major Program Steps to Achieve ObjectivePeriod of
Start to
CompletionAccount
Number

Step 5:

Examine needs and resources for in-home supportive services as part of the ongoing planning process for the purpose of developing recommendations to modify the delivery of services as appropriate.

Ongoing

to develop and implement a workplan that includes activities and timelines related to soliciting, review visits; monitoring contractors for contractual compliance; providing monthly reports and on-site visits; developing FY 80/81 service contracts; and obtaining approval from appropriate City officials by September 30, 1979.

<u>Major Action Steps to Achieve Objective</u>	<u>Estimated Quarter of Completion</u>	<u>Actual Account Completion</u>
<p>Step 1:</p> <p>Sign and implement contracts with community agencies for services under the sixth Annual Plan by September 30, 1979.</p>	1st. Qtr.	
<p>Step 2:</p> <p>Review the monthly service reports from each contract agency for compliance with service objectives during FY 79/80.</p>	Monthly	
<p>Step 3:</p> <p>Monitor contracting agencies for contractual compliance by performing on-site visits during FY 79/80.</p>	On-going	
<p>Step 4:</p> <p>Complete program progress reports based on information gained from monthly service and fiscal reports; on-site visits; fulfillment of special conditions to contracts; compliance with Federal Law; overall project administration and other data during FY 79/80.</p>	On-going	
<u>Projected Funds to Achieve Objective</u>		
TITLE III	\$ 42,336	
TITLE III	\$ 47,228	
TITLE III- MATCHING FUNDS	\$ 20,447	
OPI	\$ 5,773	
OTHER RESOURCES	\$ 105,994	
TOTAL ESTIMATED FUNDS	\$ 221,778	

10 MONTHS

AREA SERVICES BY FUND SOURCE

2-1-79 thru 6-30-80

OLDER AMERICANS ACT

OREGON PROJECT INDENTIFICATION

	FEDERAL III-B	FEDERAL III-C	MATCH		PROGRAM INCOME	TOTAL	OTHER RESOURCES	USDA*	GENERAL FUNDS	PROJECT INCOME	OTHER RESOURCES	TOTAL
			III-B	III-C								
Administration	47,228	42,336	15,743	4,704		110,011	105,994		5,773			
Services	21,831	13,304	17,907			53,042	77,495					
Congregate		391,054			93,019	484,073	7,948	56,692				
Home-delivered		116,500		76,819	115,397	308,716	280,526	68,352				
Transportation	130,000	51,700				181,700	72,979					
In-home/ Homemaker/Housekeep.									211,669		20,000	
In-home/ Case Management									34,266		71,000	
Legal	12,500					12,500	3,335					
Hispanic	18,877					18,877						
Native Amer. Center		12,202				12,202						
IHO-NO-KAI Center		15,131		3,277	208	18,616						
Center Services (Discretionary support)			32,758			32,758	439,267					
Case Management	102,412					102,412			134,219			
Infor/Referral (Dis)	134,540					134,540						
Central I&R	25,000					25,000						
WASC	10,820	16,063				26,883						
	503,203	658,290	66,408	34,800	208,624	1,521,330	986,561	125,044	435,927			
							950,579					

Revised 11/79

*Calculated at .30%/year

149529

ORDINANCE NO. 149529

An Ordinance authorizing the acceptance of a Grant Award Contract dated March 25, 1980, in the amount of \$435,926 from the Oregon State Office of Elderly Affairs through Oregon Project Independence to provide services to the elderly, under the Human Resources Bureau, for the period September 1, 1979 through June 30, 1980, amending the City Budget by increasing appropriations, transferring funds, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Pursuant to Ordinance No. 147721 Grant Application to the Oregon State Office of Elderly Affairs was authorized in the amount of \$2,742,783 for aging services under the Area Agency on Aging.
2. The City of Portland has received a notification of grant contract award for \$435,926 (Exhibit A), to provide in-home support services to the elderly during the period September 1, 1979 through June 30, 1980.
3. This Grant Award Contract will continue services set forth in Ordinance No. 148268, Grant Award Contract No. OPI 79-12, BAM 112.
4. An unexpected increase in allocation has resulted in the Grant Award Contract being greater than what was budgeted.
5. Indirect costs are not allowed.
6. No match is required.
7. It is, therefore, appropriate that the Commissioner-in-Charge and the Auditor accept, on behalf of the City, Grant Award Contract, dated March 25, 1980 in the amount of \$435,926 for the period September 1, 1979 through June 30, 1980 to provide in-home support services to the elderly in Portland/Multnomah County, amending the City Budget by increasing appropriations and transferring funds as set forth in Exhibit "A".

NOW, THEREFORE, the Council directs:

- a. The Commissioner-in-Charge and the Auditor are hereby authorized to accept, on behalf of the City of Portland, Grant Award Contract dated March 25, 1980 in the amount of \$435,926 for the period September 1, 1979 through June 30, 1980 to provide in-home support services to the elderly in Portland/Multnomah County, as set forth in Exhibit "A".

ORDINANCE No.

- b. The FY 79/80 City Budget is hereby amended by increasing appropriations and transferring funds as follows:

General FundResources:

State of Oregon	
Oregon Project Independence	\$59,634

Requirements:

Bureau of Human Resources	
BUC No. 38100041.260	\$14,046
38100068.260	14,184
38100084.260	31,404
	<u>\$59,634</u>
TOTAL	

Section 2. The Council declares that an emergency exists because any delay in the enactment of this ordinance may interrupt the continuation of services to the elderly; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, APR 30 1980


Commissioner Francis Ivancie

EH:aw

4/28/80


PRESIDENT OF THE COUNCIL AND ACTING
Mayor of the City of Portland

Attest:


Auditor of the City of Portland

Calendar No. **1479**

ORDINANCE No. 149529

Title

An Ordinance authorizing the acceptance of a Grant Award Contract dated March 25, 1980, in the amount of \$435,926 from the Oregon State Office of Elderly Affairs through Oregon Project Independence to provide services to the elderly, under the Human Resources Bureau, for the period September 1, 1979 through June 30, 1980, amending the City Budget by increasing appropriations, transferring funds, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie		
Jordan		
Lindberg		
Schwab		
McCready		

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Filed APR 28 1980

GEORGE YERKOVICH

Auditor of the CITY OF PORTLAND

[Signature]
Deputy

INTRODUCED BY
Commissioner Ivancie

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities FJIMK
Works

BUREAU APPROVAL
Bureau:
Human Resources
Prepared By: <i>EEH</i> Date: 4/28/80
Erma Hepburn/Caroline Sullivan
Budget Impact Review:
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>JW by EEH</i>
Janice J. Wilson, Exec. Director

NOTED BY
City Attorney
City Auditor
City Engineer <i>[Signature]</i>