

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
SUBCONTRACT AGENCY AGREEMENT

TERM OF CONTRACT: July 1, 1986 TO: June 30, 1987  
CONTRACTOR NAME: City of Portland Parks & Recreation TELEPHONE: 248-4328  
CONTRACTOR ADDRESS: Specialized Recreation Section I.R.S. NUMBER: 93-6002236  
426 N.E. 12th; Ptld. OR 97232 TITLE XIX VENDOR #: N.A.  
(if applicable)

I. SERVICES UNDER REIMBURSEMENT

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide the services within the service element(s) listed below and the COUNTY agrees to reimburse the CONTRACTOR for expenditures made in providing those services at the rates and up to the amount(s) specified below.

<u>Service Element</u>	<u>Reimbursement Rate</u>	<u>Annual Total Payable</u>
MR 40 Activity Center	\$1,091.83/month	\$13,102

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
SUBCONTRACT AGENCY AGREEMENT GENERAL CONDITIONS

WHEREAS, COUNTY is authorized to obtain, by contract, the services necessary to conduct its operation, pursuant to ORS 430.670; and

WHEREAS, CONTRACTOR has available, or can cause to be provided, the facilities and staff required for the performance of said services; and

WHEREAS, CONTRACTOR has, or can obtain a Letter of Approval from the State of Oregon Mental Health Division (OAR 309-12-010); and

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified mental health services as stated below:

I. Service Objectives and Evaluation. CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract. CONTRACTOR shall not delegate or subcontract the responsibility for providing services hereunder to any other individual or agency without previous written approval from COUNTY.

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, Oregon State Mental Health Division, and Federal Government. CONTRACTOR agrees to maintain clinical records consistent with Oregon Administrative Rules and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR acknowledges that CONTRACTOR is bound by all applicable statutes, rules and general conditions of the current State Mental Health Division Intergovernmental Agreement between COUNTY and the State Mental Health Division for provision of community mental health services.

III. Subject to Availability of Funds. Both parties agree that this contract is subject to the availability of federal, state and local funds. In the event that funds cease to be available to COUNTY, COUNTY will immediately notify CONTRACTOR, and contract funding will be reduced accordingly.

IV. Cooperative Planning Requirements. CONTRACTOR recognizes that planning with COUNTY and other state and local agencies is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in all meetings and planning efforts instigated by COUNTY, to provide all data which may be required by COUNTY, and to adjust its programs as necessary to achieve compliance with COUNTY and state programmatic goals.

V. Identification of Services. CONTRACTOR agrees to identify the services provided by CONTRACTOR under this contract as a visible and coordinated part of the community mental health program, accessible and available to the residents of Multnomah County.

VI. Authority of Director. CONTRACTOR agrees to recognize the County Social Services Division Director as COUNTY's administrative authority for services provided under this contract.

VII. Discrimination. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, CONTRACTOR agrees to comply with all provisions of Executive Order No. 11375 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." CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

VIII. Liability. CONTRACTOR is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY or the State Mental Health Division. CONTRACTOR agrees to indemnify and hold COUNTY and the State Mental Health Division harmless against all liability, loss and costs arising from actions, suits, claims or demands attributable to, or allegedly attributable to acts of omissions of CONTRACTOR, its employees or agents. CONTRACTOR further agrees to defend COUNTY or the State Mental Health Division, its agents and employees against all suits, actions, or proceedings brought against them in connection with CONTRACTOR's performance of its duties under this contract.

CONTRACTOR shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering activities and operations of CONTRACTOR, in the following minimum amounts (ORS 30.270):

- a) \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence;
- b) \$100,000 to any claimant for all other claims arising out of a single accident or occurrence;
- c) \$300,000 for any number of claims arising out of a single accident or occurrence.

In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR agrees to increase its minimum insurance amount accordingly.

In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CONTRACTOR shall immediately notify COUNTY verbally and in writing.

CONTRACTOR (except City, County and State governments and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond covering the activities of any person responsible for collection and expenditures of funds in accordance with OAR 309-13-020 (7) EXPENSES, subsection (b) Audit Guidelines.

CONTRACTOR shall obtain and maintain, at all times during the term of the contract, worker's compensation insurance covering injuries to employees while carrying out employee duties under the contract.

IX. Litigation. In cases of litigation arising out of this contract between COUNTY and CONTRACTOR (except cities, county and state governments and public school districts), the prevailing party to litigation shall be entitled to reasonable attorney's fees.

X. Program Reporting and Payment Requirements.

A. The CONTRACTOR agrees to prepare and furnish such plans, data, descriptive information and reports as may be requested by COUNTY and/or as needed to comply with state or federal requirements. The CONTRACTOR agrees to, and does hereby grant COUNTY and the State of Oregon Mental Health Division the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished to COUNTY under this contract consistent with ORS 179.505.

B. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Mental Health Division, State of Oregon Division of Audits and/or the applicable audit agency of the United States Department of Health and Human Services (DHHS) to make such review of the records of the CONTRACTOR as COUNTY, State Mental Health Division or auditor or DHHS may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Social Services Division and State Mental Health Division to site visit all programs covered by this contract.

C. CONTRACTOR shall arrange for an annual, agency-wide fiscal audit (as prescribed in Multnomah County Social Services Division Audit Policy) conducted by an independent certified or licensed public accountant and carried out within six (6) months from the end of the contract year. A copy of the audit shall be submitted to the Social Services Division offices within two (2) weeks of the date of the report. The audit shall meet generally accepted accounting procedures.

D. The CONTRACTOR agrees to submit monthly expenditure reports on forms provided by COUNTY by the 15th of the month following the expenditures. Expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract in accordance with generally accepted accounting principles. Expenditures shall be segregated by service element within the agency accounting system and so reported on the monthly reimbursement request. The CONTRACTOR agrees that billing to COUNTY for client services will be supported by dated, signed documentation in the client chart for each unit of service billed.

All financial records, supporting documents, statistical records, and all other fiscal records pertinent to this contract shall be retained for three years. If there are unresolved audit questions at the end of the three year period, records must be retained until questions are resolved.

E. CONTRACTOR agrees to submit a completed Oregon Mental Health Division Community Contract Cost Statement to COUNTY within two months of the end of the contract period.

F. CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on TSR forms.

G. CONTRACTOR agrees to abide by procedures contained in Multnomah County Social Services Division's Subcontractor Financial Procedures Manual.

XI. Recovery of Funds. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with applicable state and federal regulations and statutes; 3) are in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of allowable program costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR's program shall be the sole responsibility of CONTRACTOR.

Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY and/or the Mental Health Division. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation to reasonable attorney's fees.

XII. Budget Transfers. CONTRACTOR may not transfer funds from one service element to another or between program areas without prior written approval of COUNTY.

XIII. Retention of Revenue and Earned Interest. All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the Division. No CONTRACTOR shall request reimbursement for Title XIX eligible services which exceeds the contracted billing limitation.

XIV. Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to the CONTRACTOR. Such withholding of payment for cause, may continue until the CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY's and/or to the Mental Health Division's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR.

XV. Fees. CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of Mental Health Services which meet the standards of Oregon Administrative Rules.

XVI. Record Maintenance and Confidentiality. CONTRACTOR shall maintain a record for each client who receives services under this contract. The record shall contain client identification, problem assessment, treatment, training and/or care, and progress notes including termination summary. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

Client records shall be kept confidential in accordance with the Mental Health Division Handbook on Confidentiality.

XVII. Assignment. This contract shall not be assigned by CONTRACTOR without the prior written consent of COUNTY.

A. In the event that COUNTY's contract obligation is modified by federal or state initiated change, COUNTY may modify this contract through written notification of changes sent to CONTRACTOR by mail. CONTRACTOR shall acknowledge receipt of modification through written notification sent to COUNTY within ten (10) working days of receipt of COUNTY's modification letter.

B. In the event of COUNTY or CONTRACTOR initiated contract changes, COUNTY may modify this contract through COUNTY's formal modification process and written notification of the changes sent to CONTRACTOR by mail. CONTRACTOR shall acknowledge approval of the modification by affixing appropriate signatures on modification document and returning document to COUNTY within ten (10) working days of receipt. Where a modification to this contract is not acceptable to CONTRACTOR, the CONTRACTOR will notify COUNTY in writing of the fact and specify why the modification is not acceptable. CONTRACTOR response must be submitted within ten (10) days of receipt of COUNTY's modification document. Both parties agree to negotiate any disputed modification initiated under this paragraph.

XIX. Termination.

A. Violation of any of the rules, procedures, attachments, or terms of the contract shall, at the option of either party, be cause for termination of the contract and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of the contract.

B. This contract may be terminated by either party by thirty days written notice to the other party:

C. Immediate termination may occur under any of the following conditions:

1. Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service element under the contract.

2. Upon notice if a CONTRACTOR fails to start up services on the date specified in the contract between COUNTY and CONTRACTOR.

3. Upon notice if the COUNTY has evidence that the CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff or the public.

4. If the Agreement between COUNTY and the State Mental Health Division for provision of community mental health services is terminated by the state for any reason.

D. The parties acknowledge that this contract is subject to termination due to specific provisions of the current agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR agrees that if COUNTY's obligation to the State Mental Health Division is terminated, this contract may be accordingly terminated by COUNTY. COUNTY agrees to give reasonable notice of any such termination after COUNTY is notified or has knowledge of such termination.

MR/DD  
SPECIAL CONDITIONS

CONTRACTOR: Parks and Recreation Dept., City of Portland

The CONTRACTOR will provide the following services to not less than the following specified number of individuals with mental retardation and/or developmental disabilities.

1. SERVICES AND NUMBER SERVED

- \_\_\_\_\_ A. EARLY INTERVENTION PARENT TRAINING SERVICES  
OAR 309-41-200 through 309-41-255
- \_\_\_\_\_ B. EARLY INTERVENTION TODDLER GROUP SERVICES  
OAR 309-41-200 through 309-41-255
- \_\_\_\_\_ C. EARLY INTERVENTION SPECIALIZED AND/OR  
INTEGRATED CLASSROOM SERVICES  
OAR 309-41-200 through 309-41-255
- \_\_\_\_\_ D. EARLY INTERVENTION SUMMER CLASSROOM SERVICES  
OAR 309-41-200 through 309-41-255
- \_\_\_\_\_ E. EARLY INTERVENTION CHILD FIND SERVICES  
OAR 309-41-200 through 309-41-255
- \_\_\_\_\_ F. NONRELATIVE FOSTER CARE  
OAR 309-46-000 through 309-46-025
- \_\_\_\_\_ G. SMALL CARE, TRAINING OR INTENSIVE TRAINING HOME  
OAR xxx-xx-xxx through xxx-xx-xxx (draft)
- \_\_\_\_\_ H. RESIDENTIAL CARE HOME  
OAR 410-05-075
- \_\_\_\_\_ I. RESIDENTIAL TRAINING HOME  
OAR 410-05-000
- \_\_\_\_\_ J. INTENSIVE TRAINING HOME  
OAR xxx-xx-xxx through xxx-xx-xxx (draft)
- \_\_\_\_\_ K. SEMI-INDEPENDENT LIVING PROGRAM  
OAR 309-41-015 through 309-41-026
- 4 L. ACTIVITY CENTER  
OAR 309-47-000 through 309-47-060
- \_\_\_\_\_ M. SHELTERED SERVICES PROGRAM  
OAR 582-10-010 through 582-10-025
- \_\_\_\_\_ N. SUPPORTED EMPLOYMENT  
OAR 309-47-030 (5, 6, 8, 9), -040 (1-4), -045 (1-2)
- \_\_\_\_\_ 1. HIGH SCHOOL TRANSITION
- \_\_\_\_\_ 2. SUPPORTED WORK

2. The CONTRACTOR will submit all required CPMS data. Activity Centers will submit transportation information as requested.
3. CONTRACTOR agrees, upon notice, to abide by COUNTY Social Services Division Policies and Procedures, as may be adopted in accordance with OAR 309-14-000 (Administrative Practices), OAR 309-41-030 (Case Management), OAR 309-13-020 (Audit Guidelines) and other applicable OAR's related to county-wide service coordination.
4. CONTRACTOR agrees to provide the COUNTY such regular reports, data, records and information as the COUNTY may request.
5. CONTRACTORS providing vocational services (i.e., work activity center, Supported Employment, etc.) shall provide or arrange for services to service recipients for a minimum of five hours per day, five days per week, or in accordance with applicable O.A.R.

CONTRACTORS may close to clients for all-staff in-service training days no more than four days each fiscal year, these being one day per quarter. The CONTRACTOR agrees to coordinate all four in-service closure days with all other vocational service providers under contract with the COUNTY'S MR-DD Program.

CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of MR-DD service recipients regarding inservice closure.

CONTRACTORS may close on holidays in accordance with applicable O.A.R. CONTRACTOR agrees to identify these holidays through a negotiation process with residential agencies, sponsored by the COUNTY. The CONTRACTOR agrees to notify the residential agencies, sponsored by the COUNTY, in writing of the identified holidays. These negotiations will be concluded by July 30, 1986.

6. CONTRACTOR providing Vocational Services (i.e., WAC, SSP, Supported Employment, etc.) shall obtain approval from the COUNTY'S MR-DD Program for any proposed full day or part-day closure not otherwise addressed in this agreement.

Vocational closures may occur in the event that local public schools close, or door-to-door transportation services is unavailable, due to adverse weather, as reported through the broadcast news media.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

MULTNOMAH COUNTY, OREGON

CONTRACTOR

By Dennis Buchanan  
(appropriate County official)

By Mike Lindberg, City Commissioner  
Department of Public Affairs

Date 6-11-86

Date \_\_\_\_\_

By Darryl Smith  
Social Services Division Director

By \_\_\_\_\_  
Auditor, City of Portland

Date 5/16/86

Date \_\_\_\_\_

By Charlotte Duncan  
Initiating Manager

Date 5/18/86

APPROVED AS TO FORM:

JOHN B. LEAHY  
County Counsel for  
Multnomah County, Oregon

APPROVED AS TO FORM

By Jeffrey L. Rogers  
City Attorney, City of Portland

Date: 6-26-86

By John Leahy  
Deputy County Counsel

Date 6/2/86



CITY OF

**PORTLAND, OREGON**

BUREAU OF RISK MANAGEMENT

Susy Wagner, Risk Manager  
1120 S.W. Fifth, Room #1012  
Portland, Oregon 97204-1965  
(503) 796-5101

## STATEMENT OF INSURANCE

The City of Portland, Oregon, has established an insurance fund and is self-insured for third party Bodily Injury, Personal Injury and Property Damage claims arising from all operations of the City of Portland.



Susy Wagner  
Susy Wagner, Risk Manager

June 27, 1986

Date

ORDINANCE NO.

158765

An Ordinance authorizing the Bureau of Parks and Recreation to enter into an agreement retroactive from July 1, 1986, through June 30, 1987, with Multnomah County for operation of a MR/DD integration program for senior citizens through the Bureau's Special Recreation program, transferring \$13,102 within the General Fund from Unforeseen Reimbursables to the Bureau of Parks, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. That the City of Portland through the Bureau of Parks and Recreation's Special Recreation program provides integration to mentally retarded, developmentally disabled senior adults.
2. That Multnomah County's Social and Aging Services MR/DD program desires to contract with the Special Recreation Services of the Park Bureau who is able and prepared to provide such services.
3. That the term of this agreement shall be from July 1, 1986, to and including June 30, 1987, and that the County agrees to pay the City of Portland the sum of \$13,102 which represents the total costs to the City for these services. The Bureau of Parks requires \$13,102 of appropriation authority for program costs which can be provided by a transfer from Unforeseen Reimbursables.
4. That the Commissioner-in-Charge of the Bureau of Parks and Recreation and Multnomah County have proposed a contract to define and govern the right and obligations of both parties in the operation of this program.

NOW, THEREFORE, the Council directs:

- a. That the Commissioner-in-Charge of the Bureau of Parks and Recreation and the City Auditor are authorized to execute an agreement on behalf of the City substantially in the form of the agreement attached to this Ordinance with Multnomah County for operation of the senior center project through Special Recreation Services for Senior Citizens.
- b. The 1985-86 budget is amended as follows:

GENERAL FUND

Requirements:

Unforeseen Reimbursables	(\$13,102)	
Bureau of Parks, 131.120		10,300
.170		721
.420		1,107
.320		844
.430		130
		<u>\$13,102</u>

**ORDINANCE No.**

Section 2. The Council declares that an emergency exists due to the desire of the County to begin this program on July 1, 1986; Therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, **JUL 10 1986**

Commissioner Lindberg  
Richard J. Gunderson:LT:sw  
July 1, 1986

**Jewel Lansing**  
Auditor of the City of Portland  
By *Doris E. O'Leary*  
Deputy

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

FOUR-FIFTHS CALENDAR	
BOGLE	
LINDBERG	
SCHWAB	
STRACHAN	
CLARK	

Calendar No. 1409

## ORDINANCE No. 158765

### Title

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Filed JUL 3 1986

JEWEL LANSING  
Auditor of the CITY OF PORTLAND

By Edna Cervera  
Deputy

INTRODUCED BY
Commissioner Lindberg
NOTED BY THE COMMISSIONER
Affairs <i>ms/ms</i>
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: Parks
Prepared By: Richard J. Gunderson Date: 7-1-86
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: William V. Owens <i>[Signature]</i>

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

NOTED BY
City Attorney
City Auditor
City Engineer