



**MULTNOMAH COUNTY OREGON**

## **REQUEST FOR PROGRAMMATIC QUALIFICATIONS**

**RFPQ No: R12-10682**

**RFPQ Title: ENHANCING EQUITY FOR RACIAL, ETHNIC,  
AND SEXUAL MINORITY ELDER**

**Issue Date: April 13, 2012**

**Proposals Due: May 14, 2012  
Not Later Than 4:00 PM  
LATE PROPOSALS SHALL NOT BE  
CONSIDERED**

**Refer Questions to:**

Nancy R. Walters  
Phone: (503) 988-5111 Ext 28763  
Email: [nancy.r.walters@multco.us](mailto:nancy.r.walters@multco.us)

**Submit Proposals to:**

Multnomah County Purchasing  
501 SE Hawthorne Blvd, Suite 400  
Portland, OR 97214

**Pre-Proposal Conference:**

There will be a pre-proposal conference for this Solicitation on Tuesday, April 24, 2012 2:30 PM in the 1<sup>st</sup> floor Oak Conference Room, of the Lincoln Building at 421 SW Oak Street, Portland, Oregon, 97204.  
Attendance is: Optional

This RFPQ is issued under the provisions of the Oregon Revised Statutes Chapters 279A and 279B and Multnomah County PUR-1 public contracting rules. All proposers are charged with presumptive knowledge of the cited authorities. Submission of a valid executed proposal by any proposer shall constitute admission of such knowledge on the part of such proposer.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE  
SOLICITATION.**

Electronic copies of this RFPQ and attachments, if any, can be obtained from the Multnomah County Purchasing Website at: <http://www.multcopurch.org>

All Proposal documents shall be submitted in hard copy. Electronic or facsimile submissions shall be rejected.

# ENHANCING EQUITY FOR RACIAL, ETHNIC, AND SEXUAL MINORITY ELDERSTable of Contents

PART	TITLE	PAGE #
<b>PART 1</b>	<b>Procedural Information</b>	
<b>Section 1.0</b>	RFPQ Organization	4
<b>Section 1.1</b>	Procurement Timetable	4
<b>Section 1.2</b>	Pre-proposal Conference	5
<b>Section 1.3</b>	Protests	5
<b>Section 1.4</b>	Realistic Proposals	6
<b>Section 1.5</b>	Clarification of Responses	6
<b>Section 1.6</b>	Rejection of Proposals	6
<b>Section 1.7</b>	Cost of Preparation of Response	6
<b>Section 1.8</b>	Confidentiality	7
<b>Section 1.9</b>	References	7
<b>Section 1.10</b>	Publicity	7
<b>Section 1.11</b>	Cancellation	7
<b>Section 1.12</b>	Disputes	7
<b>Section 1.13</b>	Collusion	7
<b>Section 1.14</b>	Local Purchasing Preference	8
<b>Section 1.15</b>	Sustainable Purchasing	8
<b>Section 1.16</b>	EEO Certification Requirement	8
<b>Section 1.17</b>	Payment Invoices	8
<b>Section 1.18</b>	Electronic Payment	9
<b>PART 2</b>	<b>Service Description, Funding and Contracting Information</b>	
<b>Section 2.0</b>	Purpose and Overview	10
<b>Section 2.1</b>	Introduction and Program History	10
<b>Section 2.2</b>	Goals, Values and Other Important Considerations	11
<b>Section 2.3</b>	Target Populations Served	12
<b>Section 2.4</b>	Geographic Borders / Limitations & Service Areas	12
<b>Section 2.5</b>	Funding	12
<b>Section 2.6</b>	Match Requirements	12
<b>Section 2.7</b>	Scope of Services	12
<b>Section 2.8</b>	Fiscal Requirements and Reporting	16
<b>Section 2.9</b>	Performance Measures/Performance Contracting	16
<b>Section 2.10</b>	Contract Negotiation	16
<b>Section 2.11</b>	Contract Award, Continuously Open Procurement & Allocation Process	16
<b>Section 2.12</b>	Contract Term	17
<b>Section 2.13</b>	Compensation and Method of Payment	17
<b>Section 2.14</b>	Cooperative Purchasing	18

<b>Section 2.15</b>	Insurance Requirements	18
<b>PART 3</b>	<b>Proposal Questions &amp; Evaluation Criteria</b>	
<b>Section 3.0</b>	Proposal Questions Instructions	19
<b>Section 3.1</b>	Proposal Questions	19
<b>Section 3.2</b>	Proposal Evaluation and Scoring	24
<b>PART 4</b>	<b>Instructions for Submitting Proposals</b>	
<b>Section 4.0</b>	Joint Proposals	25
<b>Section 4.1</b>	Multiple or Alternate Proposals	25
<b>Section 4.2</b>	Proposal Instructions and Format	25
<b>Section 4.3</b>	Maximum Page Limit	25
<b>Section 4.4</b>	Proposal Content	25
<b>Section 4.5</b>	Proposal Binding	25
<b>Section 4.6</b>	Proposal Packaging	26
<b>Section 4.7</b>	Proposal Copies and Submission	26
<b>Section 4.8</b>	Minimum Requirements	26
<b>Section 4.9</b>	Proposer Checklist	27
<b>PART 5</b>	<b>Attachments and Electronic References</b>	
<b>Attachment A</b>	Proposer Response Cover Sheet	28
<b>Attachment B</b>	Offeror Representations and Certifications	29
<b>Attachment C</b>	Budget Form	30
<b>Attachment D</b>	Evidence-Based & Best Practice Health Promotion Programs	31
<b>Attachment E</b>	Web Site References	35
<b>Attachment F</b>	Multnomah County Department of County Human Services Contract – Sample	36

## PART 1 – PROCEDURAL INFORMATION

### 1.0 RFPQ ORGANIZATION

This RFPQ is organized into five parts:

**Part 1, Procedural Information:** Provides an overview of the qualification process and conditions.

**Part 2, Service Description, Funding, and Contracting Information:** Provides a general description of the services to be performed, delineates responsibilities, defines deliverables (as applicable), funding and contracting terms.

**Part 3, Proposal Questions and Evaluation:** Describes questions to be answered and how proposals will be evaluated by the County.

**Part 4, Proposal Submission Instructions:** Describes the required format, instructions for submitting proposals, and minimum requirements.

**Part 5, Attachments:** Provides additional information and forms necessary to complete the proposal submission.

Agency (also referred to herein as “County” or “Multnomah County”) Communications:

The Agency’s single point of contact for the duration of this procurement process, together with address, phone number, and e-mail address, are as follows:

ATTN: Nancy Walters  
Multnomah County Purchasing  
501 SE Hawthorne Blvd., Suite 400  
Portland, OR 97214  
Phone: 503.988.5111, ext. 28763  
E-mail: [nancy.r.walters@multco.us](mailto:nancy.r.walters@multco.us)  
Website: [www.multcopurch.org](http://www.multcopurch.org)

Except at the Pre-Proposal conference, Proposers and their team members are cautioned not to make direct inquiries or have communications related to this procurement with any other members of the Project team. Should a Proposer desire further information about the procurement process or Project, the Proposer may request such information from the Agency’s single point of contact. Any significant information provided to a Proposer in response to a request for information will be provided to all potential Proposers via addendum to the RFP, and will be posted on the Agency’s Purchasing website.

### 1.1 PROCUREMENT TIMETABLE

Activity	Section	Scheduled Date/Time*
Date Issued	Cover	April 13, 2012
Optional Pre-proposal conference	1.2	April 24, 2012 2:30 PM
Questions or protests of specifications due to Purchasing in writing	1.3.1	May 3, 2012
Purchasing response to written questions	1.3.1	May 9, 2012
Proposal submittal deadline	Cover	May 14, 2012
Proposal evaluation	3.2	Week of May 28, 2012
Provider selection	3.2.1	June 1, 2012

Allocation Process	2.11.1	June – July 2012
Service start date (if applicable)		August 1, 2012

**\*(Multnomah County reserves the right to deviate from this schedule)**

## **1.2 PRE-PROPOSAL CONFERENCE**

An optional pre-proposal conference will be held on Tuesday, April 24, 2012 at 2:30 PM, in the 1<sup>st</sup> Floor Oak conference room, of the Lincoln Building, at 421 SW Oak Street, Portland, OR 97204. This meeting is designed to clarify the information that is contained in this solicitation and provide an opportunity for questions and answers. Attendance at the pre-proposal conference is strongly recommended.

## **1.3 PROTESTS**

### **1.3.1 Protest of Specifications**

Any Proposer requiring clarification of the provisions of this RFPQ must submit specific questions in writing to the County Procurement Analyst listed on the front of this RFPQ. Any Proposer protesting any provision in this RFPQ must submit protests in writing to the County Procurement Analyst listed on the front of this RFPQ. Any protest must address the requirement, provision or feature of this RFP or its attachments, including but not limited to the contract, that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. The purpose of this deadline is to allow the Agency time to correct any term or condition in this RFP and contract that may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. By allowing corrections before opening Proposals, the Agency intends to avoid or minimize much of the waste inherent in protests and in the possible rejection of all Proposals. Failure of a Proposer to protest in accordance with this section shall be deemed acceptance of the terms of this RFP and contract, and a waiver of Proposer's rights to later contend that either the RFP or contract is ambiguous, unclear, unfair, contrary to law or likely to limit competition.

The deadline for submitting questions or protests is 4:00 p.m. on the date listed in the timeline. If Multnomah County determines that additional information or clarification is necessary, such information or clarification will be supplied in addenda that will be sent by e-mail or mail to all persons or firms that have received the Notice of Request for Programmatic Qualifications from Purchasing, registered on the Purchasing website for this solicitation or who attended the pre-proposal conference (if held). Available addenda may also be downloaded from the Purchasing website. All such addenda shall have the same binding effect as though contained in the main body of the Request for Programmatic Qualifications. Oral instructions or information concerning the specifications from County managers, employees or agents to prospective Proposers shall not bind Multnomah County. The Purchasing Manager shall issue all Addenda not less than five (5) calendar days prior to the proposal deadline.

After closing, Multnomah County reserves the right to issue Addenda to all Proposers who submitted proposals in order to communicate new program requirements, adjust existing evaluation factors and make arrangements or provide other information as determined necessary by the County.

Prior to evaluation, Multnomah County reserves the right to request clarification of any item in a Proposer's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing and issued through the assigned Procurement Analyst from Purchasing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluator.

### **1.3.2 Protests of Intent to Award**

The following procedure applies to Proposers who wish to protest a disqualification of proposal or award of contract:

All protests must be in writing and physically received by the Purchasing Manager no later than 4:00 p.m. on the fifth (5th) working day after the postmarked notice of intent to award or disqualification.

Address protests to:

**PROTEST OF AWARD OR DISQUALIFICATION TO RFPQ No. R12-10682**

ATTN Purchasing Manager  
Multnomah County Purchasing  
501 SE Hawthorne Blvd Suite 400  
Portland OR 97214

Proposers may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest. **Disagreement with the judgment of or scoring by evaluators may not be protested.**

Protests not filed within the time specified in paragraph 1, above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed.

**1.4 REALISTIC PROPOSALS**

It is the expectation of the County that proposers can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

Multnomah County shall bear no responsibility or increased obligation for a Proposer's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

**1.5 CLARIFICATION OF RESPONSES**

Multnomah County reserves the right to request clarification of any item in a Proposer's proposal or to request additional information prior to evaluation necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing and issued through the assigned Procurement Analyst from Purchasing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluator.

**1.6 REJECTION OF PROPOSALS**

Multnomah County reserves the right to reject any or all responses to this Request For Programmatic Qualifications if deemed in the best interest of the County.

Multnomah County reserves all rights regarding this solicitation, including but not limited to, the right to:

1. Cancel this solicitation at any time and not award contract(s)
2. Award a contract in part;
3. Reject any and all proposals in whole or in part; and
4. To waive technical defects, minor irregularities and omissions if, in its judgment, the best interests of the County will be served.

**1.7 COST OF PREPARATION OF RESPONSE**

Costs incurred by any Proposer in preparation of a response to this Request For Programmatic Qualifications shall be the responsibility of the Proposer.

## **1.8 CONFIDENTIALITY**

Multnomah County is required to disclose non-exempt public documents pursuant to ORS 192.410-192.505. ORS 192.502(4) exempts the County from disclosing information submitted in response to a solicitation where the information is such that it "should reasonably be considered confidential."

A Proposer who determines that information within a proposal meets the statutory requirement and desires that such information remain confidential shall mark the bottom of the pages containing such information with the word "CONFIDENTIAL."

If a Proposer marks every page of a proposal as "CONFIDENTIAL" the statutory requirement is not met; any proposal so marked will not be deemed to have been submitted in confidence and, upon request, the entire proposal will be disclosed.

The County will keep properly marked information confidential unless ordered to release the information and materials by the District Attorney pursuant to ORS 192.460.

After award, the contract executed by the County and the successful Proposer will be a public document subject to disclosure. No part of the contract can be designated as confidential.

## **1.9 REFERENCES**

The County reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers or any other criteria as determined by Multnomah County.

## **1.10 PUBLICITY**

Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior approval of Multnomah County Purchasing and the Public Affairs Office.

## **1.11 CANCELLATION**

Multnomah County reserves the right to cancel this solicitation any time before execution of a resulting contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of this solicitation.

## **1.12 DISPUTES**

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFPQ, the decision of Multnomah County shall be final and binding upon all parties.

## **1.13 COLLUSION**

A Proposer, submitting a proposal hereby certifies that no officer, agent, or employee of Multnomah County has a financial interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer and that the Proposer is competing solely on its own behalf without connection or obligation to any undisclosed person or firm.

#### **1.14 LOCAL PURCHASING PREFERENCE**

Multnomah County desires to employ local businesses in the purchase or lease of any personal property, public improvements or services to support the local economy in the State of Oregon so that residents benefit from local employment opportunities that are generated. Therefore, Multnomah County shall prefer goods or services that have been manufactured or produced by an Oregon business if price, fitness, availability, and quality are otherwise identical.

#### **1.15 SUSTAINABLE PURCHASING**

In 2010, Multnomah County initiated a new Sustainable Purchasing and Social Equity Policy that demonstrates support for our sustainability goals by integrating environmental stewardship and social equity, as well as fiscal responsibility, into the procurement process. The County seeks to partner with suppliers who demonstrate a commitment to these considerations. Examples of such practices include but are not limited to: resource conservation, waste reduction, minimized paper use, and use of alternative transportation methods among other sustainable best practices.

The County recognizes that suppliers can take multiple paths, ranging from simple to complex, to help support these goals. The list below is meant to guide Proposers as they describe their sustainable practices within their RFPQ responses.

1. Comprehensive energy conservation measures;
2. Renewable energy use;
3. Water conservation measures;
4. Waste management and reduction plans;
5. Alternative fuels and transportation plans;
6. Sustainable purchasing;
7. Supplier diversity;
8. Fair trade and labor policies; and
9. Community engagement and support for underserved populations.

#### **1.16 EEO CERTIFICATION REQUIREMENT**

Contracts in excess of \$75,000 which originate from this RFPQ are subject to the County's Equal Employment Opportunity (EEO) requirements, and will include vendor certification as indicated in Exhibit 5 of the Sample Multnomah County contract attached to this RFPQ. Contractors must be certified before a contract is executed.

#### **1.17 PAYMENT INVOICES**

All invoices shall be prepared on contractor's letterhead or standard invoice form and shall include:

1. Contractor's name and address and a phone number for questions about the invoice;
2. Contractor's invoice number;
3. Invoice date;
4. Multnomah County contract number; and
5. Any additional information required in Exhibit 1 of the finalized contract.

County shall pay the invoice by one of several payment methods, including but not limited electronic payment (aka ACH-Automated Clearing House) or Procurement Card, within 30 calendar days unless otherwise provided in Exhibit 1 of the finalized contract.



**1.18 ELECTRONIC PAYMENT**

It is the County's Policy to make recurrent contract payments to contractors via electronic payment. The contractor(s) selected under this solicitation will have the option to receive payments through Automated Clearing House or by credit card via ePayables.

## **PART 2 – SERVICE DESCRIPTION, FUNDING AND CONTRACTING INFORMATION**

### **2.0 PURPOSE AND OVERVIEW**

The Multnomah County Department of Human Services, Aging & Disability Services Division (ADSD) is seeking Proposers from whom it may purchase a range of culturally appropriate, accessible, high quality services that help older adults live as independently as possible and enhance their health and well-being. Services are specifically intended to assist racial, ethnic, and sexual minority adults 60 years and older who are often underserved when forced to rely on mainstream agencies for assistance. See Sections 2.01, 2.0.2, and Section 2.7.

#### **2.0.1 Specific Services, Agency Qualifications And Criteria**

Specific services, agency Qualifications and Criteria for selection of Proposers by this Request for Programmatic Qualifications (RFPQ) are derived from recommendations made by the Innovations Work Group (IWG), a task force of community partners convened by ADSD to:

- Review the design and content of ADSD's Enhanced Ethnic Outreach contracts and recommend ways they can be revised to better meet the needs of racial, ethnic, and sexual minority elders; and
- Examine ADSD's planning processes, programming, service delivery, and recommend changes to ground each area in the principle of equity in an effort to ensure justice and fairness.

In addition to the IWG's recommendations, those made by the Coalition of Communities of Color, in its 2010 report, Communities of Color in Multnomah County: An Unsettling Profile, also informed development of this RFPQ.

ADSD currently has Enhanced Ethnic Outreach contracts in place that provide outreach and assistance, outreach support, cultural advising, and congregate meals to American Indian/Alaska Native, Asian, Immigrant and Refugee, and Latino elders. These contracts are scheduled to expire on June 30, 2013, and approximately 75 percent of the funding is dedicated to congregate meals. During the past two (2) years, ADSD has gathered information about older adults' needs through a community survey and listening sessions, and the findings have shown that racial, ethnic, and sexual minority elders are faring more poorly than white, non-Hispanic seniors on a number of measures. For that reason, ADSD is substantially increasing the amount of funding allocated to services and offering a menu of options that Proposers can choose from based on the needs of the populations they serve.

**2.0.2 Service Areas.** Proposers may choose to offer any of the nine (9) services below for one Target Population, but Proposers are not required or advised to provide all of them:

1. Short-Term Case Management;
2. Physical Activity, Falls Prevention, or Chronic Disease Management and Education Programs;
3. Recreation;
4. Caregiver Access Assistance;
5. Reassurance;
6. Home Repair / Modification;
7. Chore;
8. Culturally Specific Congregate Meals; and / or
9. Volunteer Recruitment.

Additionally see Section 2.3, and Attachment A.

### **2.1 INTRODUCTION AND PROGRAM HISTORY**

During the past three years, ADSD has used a variety of methods to learn about the needs of older adults and people with disabilities, and its success in meeting those needs. A Community Needs Survey of over 500 county residents 55 years and older with incomes under 200 percent of Federal Poverty

Level (75 percent of whom were selected randomly and 25 percent who were part of a convenience sample), conducted in 2008, revealed that racial and ethnic minority elders were faring more poorly than white, non-Hispanic seniors on a number of measures. Racial and ethnic minority elders, for example, were more likely than white, non-Hispanic elders to rate their health as fair or poor, eat fewer daily servings of fruits and vegetables, not know that Medicare covers screening for certain conditions, say they needed help evacuating their home in the event of an emergency or natural disaster, not have friends or family available to help around the house if they needed it, and not use the Internet to find information about services. Data on the needs of sexual minority elders were not gathered as part of this research, but other studies along with anecdotal evidence highlight significant barriers that the lesbian, gay, bisexual, and transgender (LGBT) population faces, which result in them being underserved.

In 2010, as a follow-up to the Community Needs Survey, several key informant interviews with culturally-specific service providers were conducted and a series of stakeholder meetings—involving more than 200 people - was held to discuss service delivery to this population. In different ways and at several junctures during these one-on-one sessions, small group conversations, and large group discussions, aging network partners and consumers noted the interrelationships among areas of need and recommended addressing disparities in a comprehensive manner. They pointed out, for example, that improving minority elders' physical health and emotional well being was closely tied to their feeling safe in their neighborhoods, having access to healthy food, and living in sound, affordable housing.

Although participants did not specifically mention focusing on the social determinants of health, their feedback argued forcefully for attending to the conditions in which people live, and the larger forces—economics, social policies, and politics—that shape those conditions. Coincident with that recommendation was a call for ADSD staff to enhance collaboration with community partners, research and adopt innovative approaches to service delivery, improve their understanding of cultural diversity, and reinforce their commitment to addressing disparities.

As a result of this process to gather information and seek recommendations, ADSD increased funding for culturally-specific services; launched an initiative to implement equity-based planning, programming, and service delivery; and convened an Innovations Work Group (IWG) to guide these efforts. The IWG, which met from spring through fall 2011, was charged with:

- Reviewing the design and content of ADSD's Enhanced Ethnic Outreach contracts and recommending revisions to better meet the needs of racial, ethnic, and sexual minority elders; and
- Suggesting ways to ground ADSD's planning processes, programming, and service delivery in the principle of equity to ensure justice and fairness for racial, ethnic, and sexual minority elders.

Addressing the content of contracts, the IWG developed a menu of services, outlined in Section 2.3 below, for providers to select from based on the needs of the population they serve. And its approach to making equity the foundation of ADSD's planning, programming, and service delivery focused on learning about an Equity and Empowerment LENS developed by the Multnomah County Health Department and exploring ways to embed it in ADSD's operations.

## **2.2 GOALS, VALUES AND OTHER IMPORTANT CONSIDERATIONS**

ADSD's commitment to provide culturally-specific services through this RFPQ aligns with goals and values articulated in federal law and in Multnomah County's efforts to promote equity. As the designated Area Agency on Aging for Multnomah County, ADSD is charged under the federal Older Americans Act with ensuring that preference will be given to providing services to older individuals with greatest economic need and older individuals with greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas). Moreover, two key organizational values that ADSD holds are to be "customer-driven" and to "respect diversity and ensure equal access," and Multnomah County reinforces those aims through its Diversity and Equity Initiative by pledging to build a more just and equitable county.

### **2.3 TARGET POPULATIONS SERVED**

The target populations to be served are adults 60 years and older throughout Multnomah County who are:

- African American;
- American Indian / Alaska Native;
- Asian / Pacific Islander;
- Immigrants & Refugees;
- Hispanic / Latino; or
- Lesbian, Gay, Bisexual, Transgender (LGBT).

Proposer is to select one Target Population to serve. Additionally see Section 2.0.2, and Attachment A.

### **2.4 GEOGRAPHIC BORDERS / LIMITATIONS & SERVICE AREAS**

In targeting racial, ethnic, and sexual minority services for seniors, Proposers will be expected to serve members of those populations from all geographical areas of Multnomah County.

### **2.5 FUNDING**

ADSD has budgeted approximately \$447,000 annual funding, with \$293,000 available for providing one (1) or more of the eight (8) services listed below:

1. Short-Term Case Management;
2. Physical Activity, Falls Prevention, or Chronic Disease Management and Education;
3. Recreation;
4. Caregiver Access Assistance;
5. Reassurance;
6. Home Repair / Modification;
7. Chore; and
8. Volunteer Recruitment.

\$154,000 of the \$447,000 total amount will be dedicated to funding Culturally-Specific Congregate Meals. Older Americans Act funding makes up virtually all of the allocation, which means that only adults 60 years and older are eligible for services under this RFPQ.

This solicitation is being offered during a time of unprecedented budget fluctuation. The funding level of the programs will almost certainly vary both during the year and from year-to-year. Adjustments may be downward or upward over this period. Funding at any level, supporting the basic program described in this procurement document, may be considered to have been within the original intent of the parties and shall be covered under this procurement authority.

### **2.6 MATCH REQUIREMENTS**

Match requirements do not apply to this solicitation.

### **2.7 SCOPE OF SERVICES**

Proposers may select services they intend to offer from the menu of service options below. Choices should be based on the needs of the population Proposer serves, Proposer's capacity to provide the service, and a realistic calculation of costs given the amount of limited funding available. Service descriptions are derived from "Service Units and Definitions for Older Americans Act and Oregon Project

Independence Programs” issued in July 2011 by the State of Oregon Department of Human Services, Seniors & People with Disabilities, State Unit on Aging, and may contain additional detail.

Selected vendors must designate agency staff or an advisory board member, advocate, or consumer to participate in the Multi-Ethnic Action Committee's (MAC) monthly meetings. In addition, the designated agency representative will be expected to participate in other activities the MAC promotes as that individual's time allows.

### **2.7.1 Short Term Case Management**

Short term case management offers consumers information about and access to long-term supports and services in order to minimize confusion, enhance individual choice, and support informed decision-making. It is often the critical link that may help prevent premature institutionalization. Short term case management encompasses a wide variety of services from short-term stabilization to conducting preliminary assessments in order to properly advise consumers and families. This service essentially involves helping consumers “navigate the system,” and can include:

- Providing information about services (e.g., transportation, in-home care, counseling, etc.);
- Investigating a consumer's eligibility for a program or service;
- Contacting a provider on behalf of a consumer;
- Assisting a consumer in completing applications for a program or service; and
- Working with family members of a consumer to facilitate the consumer's access to services.

#### 2.7.1.1 Staff Qualifications:

- Ability to interact with consumers and/or their families with tact and understanding, both in person and on the phone;
- Knowledge of available services for older adults;
- Ability to assess what services are needed based on information provided by the consumer or her/his family;
- Ability to intercede and or advocate on the consumer's behalf in the interest of the consumer getting appropriate services;
- Ability to accurately document assistance that is provided; and
- Must pass Criminal Background Check.

#### 2.7.1.2 Staff Responsibilities:

Staff will:

- Respond in a timely manner to requests for information about available options;
- Provide the appropriate level of assistance needed to connect consumers with services; and
- Document assistance that is provided.

#### 2.7.1.3 Supervision:

Staff or trained volunteers will receive at least one (1) hour of supervision per month to review service provided to consumers.

### **2.7.2 Physical Activity, Falls Prevention, or Chronic Disease Management and Education Programs**

Physical activity programs for older adults provide physical fitness, group exercise, and dance-movement therapy. Falls prevention programs focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls. Chronic disease management and education programs such as Living Well with Chronic Conditions and those that address weight management and tobacco cessation are designed to prevent and help manage the effects of chronic diseases like osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease. Only programs that are evidence-based may be offered. See Attachment D.

#### 2.7.2.1 Program Requirements:

- Programs provided must be recognized as evidence-based and those that meet this standard are listed in Attachment D;
- Staff or volunteers leading classes or facilitating sessions must be trained and qualified to do so, and pass a Criminal Background Check;
- Staff and volunteer hours dedicated to the program must be recorded;
- Program participants' attendance must be recorded;
- Participant progress / outcomes must be tracked and recorded according to program protocols;
- For evidence-based programs, fidelity checks must be conducted in accordance with program requirements.

### **2.7.3 Recreation**

Activities such as sports, performing arts, games, cooking, and crafts that appeal to the leisure time interests of consumers and promote socialization. These activities may take place on a regularly scheduled basis or be special events at the proposer's agency or in the community, and consumers may be involved as participants or spectators.

#### **2.7.3.1 Service Requirements:**

- A record of regularly scheduled activities and special events must be maintained;
- Participant attendance at regularly scheduled activities and special events must be recorded; and.
- Admission fees for special events attended by the agency's consumers must be documented; and
- Activities that involve instruction (e.g., art, crafts, cooking) must be led by a qualified individual(s) who has passed a Criminal Background Check.

### **2.7.4 Caregiver Access Assistance**

A service that assists caregivers in obtaining access to the available services and resources within their communities. To the maximum extent practicable, services ensures that individuals receive the services needed by establishing adequate follow-up procedures.

#### **2.7.4.1 Staff Qualifications:**

- Ability to interact with caregivers in a tactful and understanding way, both in person and on the phone;
- Knowledge of Family Caregiver Support Program referral process and services, and other available caregiver support options;
- Ability to assess what caregiver services may be needed and make an appropriate referral;
- Ability to accurately document assistance that is provided; and
- Must pass Criminal Background Check.

#### **2.7.4.2 Staff Responsibilities:**

- Respond in a timely manner to requests about caregiver assistance;
- Make appropriate referrals to Family Caregiver Support Program or other caregiver support services; and
- Document assistance that is provided.

#### **2.7.4.3 Supervision:**

Staff will receive at least one (1) hour of supervision per month to review service provided to consumers.

### **2.7.5 Reassurance**

Regular friendly telephone calls and / or visits to physically, geographically, or socially isolated individuals to determine if they are safe and well, if they require assistance, and to provide reassurance. This service may be provided by a paid staff member or trained volunteer.

#### 2.7.5.1 Staff or Trained Volunteer Qualifications:

- Ability to interact with consumers and/or their families with tact and understanding, both in person and on the phone;
- Ability to judge if a consumer is in need of help beyond what the staff member or trained volunteer can provide when offering reassurance;
- Understanding of warning signs that an individual may be suffering from neglect or abuse, and knowledge of when and where to refer in instances of suspected neglect or abuse; and
- Must pass a Criminal Background Check.

#### 2.7.5.2 Staff or Trained Volunteer Responsibilities:

- Contact identified consumers on a regular basis;
- Document contacts and record case notes, as needed, if a consumer's situation changes and / or a referral is required; and
- Make appropriate referrals when needed.

#### 2.7.5.3 Supervision:

Staff or trained volunteers will receive at least one (1) hour of supervision per month to review service provided to consumers

### **2.7.6 Home Repair / Modification**

Minor health and safety modification including:

- Screening of high-risk home environments and provision of educational programs on home modifications to prevent falls;
- Home modifications to promote access and safety of older adults in their home.

These services are designed to facilitate the ability of older individuals to remain at home.

#### 2.7.6.1 Service Requirements:

Services must be provided by a Certified Aging in Place Specialist or other qualified, licensed, and bonded consultant and / or remodeler who must pass a Criminal Background Check.

### **2.7.7 Chore**

Assistance such as heavy housework, yard work, or sidewalk maintenance that is provided on an intermittent basis.

#### 2.7.7.1 Service Requirements:

Services must be provided by qualified contracted individuals, or trained volunteers, and chore workers, whether paid or volunteer, must pass a Criminal Background Check.

#### 2.7.7.2 Supervision:

Trained volunteers will receive at least one (1) hour of supervision per month to review service provided to consumers.

### **2.7.8 Culturally Specific Congregate Meals**

A meal provided to individuals 60 years and older in a congregate or group setting that meets all of the requirements of the Older Americans Act and state/local laws.

#### 2.7.8.1 Service Requirements

Meals provided by the proposer or a subcontractor must comply with the most recent Dietary Guidelines for Americans and contain the appropriate dietary intake per meal as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.

### **2.7.9 Volunteer Recruitment**

Volunteers are recruited and trained to support a proposer's services to its clients or other identified groups in the community.

#### **2.7.9.1 Service Requirements:**

- Volunteer services must have a stated purpose and scope;
- Volunteers must be trained according to an established training plan;
- Volunteer help that is provided and time volunteers spend offering assistance must be recorded; and
- Volunteers must pass a Criminal Background Check.

## **2.8 FISCAL REQUIREMENTS AND REPORTING**

Contractors are required to submit monthly fiscal reports on a form and in a format approved by ADSD not later than the fifth (5<sup>th</sup>) business day of the following month that services were provided. This report will document the service(s) rendered and units (e.g., hours, persons, meals) provided at a negotiated rate.

## **2.9 PERFORMANCE MEASURES/PERFORMANCE CONTRACTING**

ADSD will negotiate final performance measures with selected contractors, and reports on these outcomes will be submitted annually. Outcomes will be determined based on the service that is provided and may address maintaining independence, improving self management of a chronic disease, reducing falls, among other things.

## **2.10 CONTRACT NEGOTIATION**

Once selected in the allocation process, The County will initiate contract negotiations with the Proposer. Multnomah County may, at its option, elect to negotiate general contract terms and conditions, services, pricing, implementation schedules, and such other terms as the County determines are in the County's best interest. If negotiations fail to result in a contract, the County reserves the right to terminate the negotiations and initiate contract negotiations with another qualified Proposer. This process may continue until a contract agreement is reached.

## **2.11 CONTRACT AWARD, CONTINUOUSLY OPEN PROCUREMENT AND ALLOCATION PROCESS**

The Department reserves the right to withdraw this RFPQ at any time, re-issue a subsequent RFPQ, or terminate the resulting contracts, if any, at any time. The County reserves the right to select an organization scoring fewer points than a higher scoring proposal based on the organization's ability to best meet programmatic needs. If a Proposer scoring fewer points is recommended for selection, Board of County Commissioners' approval must be obtained.

A Proposer may be a lead agency on only one (1) proposal if teaming, but may be a subcontractor on other team proposals. The County reserves the right to select an organization scoring fewer points than a higher scoring proposal based on the organization's ability to best meet programmatic needs. If a Proposer scoring fewer points is recommended for selection, Board of County Commissioners' approval must be obtained.

This RFPQ will not be a continuously open procurement, there is only one open period for Proposers to submit their proposals. See Section 1.1 – Procurement Time Table.

### **2.11.1 ALLOCATION PROCESS**

Entirely separate from this qualification process, DCHS will initiate and award requirements contracts to those qualified providers who demonstrate the desired experience, skills, proficiency, certifications (if any), and area of specialty that will bring desired services to the target populations. DCHS will conduct



a rigorous funds allocation process to distribute available funds according to known system requirements and priorities. Allocations will only be made to providers who previously qualified under this RFPQ. The funding allocation process will be structured, requiring DCHS to document their findings and determinations in writing that lead to specific funding allocations or to the continuation of funding allocations. Proposers may not protest funding allocation decisions. Funding allocation decisions will be made from an overall County system of care perspective. Allocation priorities and selection criteria may include:

- County and Department strategic priorities;
- Overall system of care needs and deficiencies;
- RFPQ proposal information and evaluation input from the RFPQ raters;
- Provider/system stability;
- Provider experience;
- Funder-imposed requirements or restrictions (i.e. non-profit, designated vendor, etc.);
- Specific population coverage;
- Services provided in client's native language;
- Geographic service coverage;
- Customer feedback (Clients, referral sources, etc.);
- Ability to leverage additional funding;
- Client needs (including psychological needs) and trend;
- Provider economy of scale;
- Past performance in engaging and serving the selected target population;
- Extent of provision of like services by any one agency; and / or
- Other factors as deemed appropriate by the funding allocation team.

Because the allocation process considers a variety of factors, funding may be awarded to qualified Proposers who did not earn the highest overall RFPQ qualified score. Therefore, it will be possible to qualify under this RFPQ process and not receive a funding allocation due to resource limitations and other factors. The Department cannot predict a case load for these services and does not guarantee any particular volume of business will be offered to any applicant who qualifies to provide services, nor is there any guarantee that DCHS will use the services of any applicant who is issued a contract by virtue of this application.

After Purchasing provides written solicitation results to all Proposers and with the completion of the separate allocation process by DCHS, DCHS staff will contact the successful & qualified Proposer(s) who will receive an allocation for contract negotiations. The County will be awarding Requirements Contracts for these services. Requirements Contracts do not guarantee any level of funding and funding levels may change from year-to-year.

***All Proposers seeking to provide services must submit a proposal and receive a minimum 70% of the total points possible in order to qualify.***

## **2.12 CONTRACT TERM**

**Fixed term.** The maximum contract term shall be five (5) years.

## **2.13 COMPENSATION AND METHOD OF PAYMENT**

The compensation and method of payment will primarily be fee for service / unit rate, but may also include other methods of payment depending upon the service area chosen, and agreement on this will be reached during the contract negotiation process.

## 2.14 COOPERATIVE PURCHASING

Not Used for this solicitation.

## 2.15 INSURANCE REQUIREMENTS

Exhibit 2 of the attached Sample Contract reflects the minimum insurance required of a Contractor to provide this service. Additional insurance coverage may be required depending on the key features of service delivery chosen by the Contractor.

**Note:** If subcontractors are used by Multnomah County Contractors, it is the Contractor's responsibility to ensure that their SubContractors will secure and maintain all required insurances that are applicable (as if they were the contractor to Multnomah County). Required insurance, is as identified below:

<u>Type of Insurance</u>	<u>Amount</u>	<u>Per Occurrence</u>	<u>Aggregate</u>
Professional Liability	\$1,000,000	\$1,000,000	\$2,000,000
Commercial Gen Liability*	\$1,000,000	\$1,000,000	\$2,000,000
Sex Abuse/Molestation Liability**	\$1,000,000	\$1,000,000	\$2,000,000
Commercial Auto Liability***	\$1,000,000	\$1,000,000	
Workers Compensation	Required as per ORS 656.017		

**Note:** If services are funded through the state, then higher insurance amounts may apply.

**\*For Commercial General Liability,** the Certificate shall also provide that the County, its agents, officers, directors, officials, and employees are Additional Insureds by endorsement with respect to Contractor's services to be provided under this Contract.

**\*\*Sex Abuse / Molestation Liability** - \*Sex Abuse / Molestation insurance does not need to be a stand-alone insurance, it can be an endorsement of the Commercial General Liability insurance, or part of the Contractor's Professional Liability. Sex Abuse / Molestation insurance coverage needs to be specifically stated in the insurance certificate.

**\*\*\* Commercial Auto Liability** is required of all Contractors when the Provider uses an automobile in providing / conducting services under this RFPQ. Short Term Case Management, Recreation, and Home Repair / Modification will require the above Commercial Auto Liability. Additionally, Commercial Auto Liability is required by all Contractors / SubContractors when they use an automobile to conduct all or a portion of their business operations that contracted for under this RFPQ.

## PART 3 – PROPOSAL QUESTIONS AND EVALUATION CRITERIA

### 3.0 PROPOSAL QUESTIONS INSTRUCTIONS

#### Qualifying Pool Overall Assessment Points

Section	Service Areas	Sub-Section Points Possible	Section Points Possible
<b>3.1.1</b>	<b>Agency or Program Commitment To Serve Target Population</b>		<b>15</b>
3.1.1.1	Agency Mission or Vision		
3.1.1.2	Organizational Environment		
3.1.1.3	Program or Agency Staff		
<b>3.1.2</b>	<b>Agency or Program Experience Serving Target Population</b>		<b>20</b>
3.1.2.1	Number of Years Providing Services To Clients		
3.1.2.2	Effectiveness At Engagement		
3.1.2.3	Services Provided		
3.1.2.4	Client Satisfaction		
<b>3.1.3</b>	<b>Plan For Serving Target Population</b>		<b>40</b>
3.1.3.1	Services To Be Provided		
3.1.3.2	Need for Services Determination		
3.1.3.3	Budget		
3.1.3.4	Pre-Service and In-Service Training		
3.1.3.5	Measuring Effectiveness		
<b>3.1.4</b>	<b>Sustainability / Social Equity / Employee Healthcare (25% of The Total 100 Possible Points)</b>		<b>25</b>
3.1.4.1	General Vendor Sustainability Practices (10% of Total 25 Possible Points For Sustainability)	10 of 25	
3.1.4.2	Social Equity (10% of Total 25 Points Possible For Sustainability)	10 of 25	
3.1.4.3	Employee Healthcare and Other Benefits (5% of Total 25 Points Possible For Sustainability)	5 of 25	
	1. Employee Healthcare (2 Points of above 5 Points Possible)	(2 of 5)	
	2. Other Benefits (3 Points of above 5 Points Possible)	(3 of 5)	
	<b>Total Points Possible</b>		<b>100</b>

### 3.1 PROPOSAL QUESTIONS

100 Possible Points

**3.1.1 Agency or Program Commitment to Serve Target Population 15 POSSIBLE POINTS**  
Please describe your agency's or program's commitment to serving the target population's adults who are 60 years and older (hereafter referred to as older adults). A total of up to 15 points may be allocated by the evaluators across subsections 3.1.1.1 through 3.1.1.4. These individual subsections are not assigned unique point values.

#### 3.1.1.1 Agency Mission or Vision

Include your agency's or program's mission and/or vision statement.

#### 3.1.1.2 Organizational Environment

Provide evidence that the agency's or program's organizational environment is focused on serving older adults of color, older adults with limited English proficiency, or LGBT older adults, and that the agency or program is regarded as a trusted resource by the aforementioned groups.

### **3.1.1.3 Program or Agency Staff**

Document that the cultural and ethnic make-up, bilingual and/or bi-cultural capacity, or sexual orientation of program staff represent the target older adults they serve.

#### ***Evaluation Criteria 3.1.1.1 – 3.1.1.3:***

- *Proposer's mission and/or vision statement clearly states a commitment to serving clients of color, clients with limited English proficiency, or clients who identify as LGBT;*
  - *Proposer cites data indicating experience serving clients that are from a community of color, have limited English proficiency, or identify as LGBT;*
  - *Proposer describes an organizational environment where the agency or program mission is fully realized in its practices (from training that is provided to the delivery of services) and provides evidence that the target population served views the agency or program as a reliable and supportive place to turn for assistance; and*
  - *Proposer demonstrates that agency or program staff represent the target population they serve.*
- 

### **3.1.2. Agency or Program Experience Serving Target Population 20 POSSIBLE POINTS**

**Please describe your agency's or program's experience serving the target population's older adults. Only those agencies or programs that have served the target population's older adults will be eligible for the maximum number of points. A total of up to 20 points may be allocated by the evaluators across subsections 3.1.2.1 through 3.1.2.4. These individual subsections are not assigned unique point values.**

#### **3.1.2.1 Number of Years Providing Services To Clients**

Note the number of years the agency or program has provided services to the target population's older adults. If services have not been provided to older adults, indicate the number of years your agency or program has served clients of any age or families from the target population.

#### **3.1.2.2 Effectiveness at Engagement**

Provide examples of the agency's or program's effectiveness at engaging and involving the target population's older adults in discussing their needs and planning services to meet those needs. If engagement and planning activities have not involved older adults, describe work of this sort that has been done with clients of any age or families from the target population.

#### **3.1.2.3 Services Provided**

Thoroughly describe services that have been provided to the target population's older adults, noting if your agency or program offers these directly or subcontracts for them and citing the most recent data on the number of clients served. If your agency or program has not served older adults, describe services that have been provided to clients of any age or families from the target population.

#### **3.1.2.4 Client Satisfaction**

Summarize the most recent data on client satisfaction with agency or program services, noting whether the respondents are older adults from the target population or clients of any age or families from the target population.

#### ***Evaluation Criteria 3.1.2.1 – 3.1.2.4:***

- *Proposer documents the number of years services have been provided to the target population's older adults or clients of any age or families from the target population. There is an expectation that all Proposers will have a minimum of three (3) years experience providing services. (Maximum points can only be awarded to Proposers who have served the target population's older adults.);*

- *Proposer clearly outlines engagement and planning activities involving the target population's older adults or clients of any age or families from the target population. (Maximum points can only be awarded if work that is described is with older adults from the target population.);*
  - *Proposer fully explains services that have been provided to the target population's older adults or clients of any age or families from the target population. (Maximum points can only be awarded if services have been provided to older adults from the target population.); and*
  - *Proposer provides data that show older adults from the target population or clients of any age or families from the target population express satisfaction with agency or program services. (Maximum points can only be awarded if older adults from the target population are those surveyed.)*
- 

### **3.1.3 Plan For Serving Target Population**

**40 POSSIBLE POINTS**

**Please describe your agency's or program's plan for providing services that will be offered under a resulting contract. A total of up to 40 points may be allocated by the evaluators across subsections 3.1.3.1 through 3.1.3.4.**

#### **3.1.3.1 Services To Be Provided**

Specify the service(s) your agency or program will provide and thoroughly explain how the service(s) will be implemented (Scope, staff who will be involved, plans for informing clients about the service[s], etc.). Note whether the service(s) will be provided directly or by a subcontractor and indicate how many older adults from the target population you intend to serve.

#### **3.1.3.2 Need for Services Determination**

Explain your rationale for providing the service(s), documenting how the need for the service(s) was determined.

#### **3.1.3.3 Budget Form**

Complete a budget that lists the amount of funding being requested for a service or services, a proposed rate for offering the service(s), and an estimate of the number of older adults from the target population who will be served. See Attachment C.

#### **3.1.3.4 Pre-Service and In-Service Training**

Describe in detail pre-service and in-service training paid and/or volunteer staff will receive to provide the services.

#### **3.1.3.5 Measuring Effectiveness**

Thoroughly explain how your agency or program will measure the effectiveness of the service(s).

#### ***Evaluation Criteria 3.1.3.1 – 3.1.3.5:***

- *Proposer identifies the service(s) that will be offered directly or by a subcontractor and describes how the service(s) will be implemented;*
  - *Proposer explains the process used to collect information about the needs of older adults from the target population, and how these findings informed its decision to offer the selected services;*
  - *Proposer outlines a budget that itemizes how the requested funding amount will be utilized;*
  - *Proposer lists amount(s) to provide a service or services, a rate upon which this figure(s) is based, and an estimated number of older adults from the target population who will be served; and*
  - *Proposer explains how the agency or program will evaluate the services offered.*
- 

### **3.1.4 Sustainability / Social Equity / Employee Healthcare**

**25 Possible Points**

There are three (3) unique subsections within Section 3.1.4: 3.1.4.1 Sustainability; 3.1.4.2 Social Equity;

and 3.1.4.3 Employee Healthcare (Employee HC) and Other Benefits. The third section, Section 3.1.4.3, Employee Healthcare and Other Benefits, consist of two (2) additional subsections. Please see below, where the division of possible points is identified:

---

#### **3.1.4.1 General Vendor Sustainability Practices**

**10 Possible Points of the above 25**

The County has an interest in measures used by its suppliers to ensure sustainable operations with minimal adverse impact on the environment. Please demonstrate your firm's commitment to sustainable business practices, which could include, but is not limited to a formal sustainability program or policy; alternative fuel vehicles; recycling measures; energy conservation plans; water conservation policies; computers shutdown practices; or a green cleaning policy. Please provide details and include copies of reports, policies or plans if available.

##### ***Evaluation Criteria:***

*Proposer is able to demonstrate how they integrate, plan to integrate, sustainability into their business operations, including details such as:*

- Proposer has demonstrated comprehensive waste reduction and recycling programs. Waste reduction and recycling may include, but not be limited to the following: paper reduction (duplexing, electronic communications); e-waste including electronic hardware, batteries, and office supplies; furniture recycling; and composting of yard or food waste;*
  - Proposer has demonstrated sustainable purchasing practices for goods and/or services related to their business operations. This could include descriptions of policies or practices surrounding: durable versus disposable goods; products composed of post consumer recycled materials; post-consumer recycled content products (paper and other office supplies); using certified green cleaning products (i.e. Ecologo, GreenSeal, etc.); energy efficient product alternatives (i.e Energy Star electronics, appliances and vending machines, or EPEAT <registered computers EPEAT® is a comprehensive environmental rating that helps identify greener computers and other electronic equipment for your business, agency or organization, or for your personal use>); and / or*
  - Proposer has demonstrated practices for reducing fossil fuel usage. This could include: flexible commuting options and incentives for employees; telecommuting opportunities; green travel and parking options; purchase or lease of alternative fuel, hybrid or fuel efficient vehicle.*
- 

#### **3.1.4.2 Social Equity**

**10 Possible Point of the above 25**

The County is committed to extending contracting opportunities for State of Oregon certified Minority, Women and Emerging Small Businesses (MWESBs). In order to promote economic growth, the County seeks to maximize the participation of MWESB consultants, partners, contractors, and suppliers throughout the duration of the project as well as a diverse workforce. Ten percent (10%) of the total possible points to be awarded in this RFPQ have been assigned to the Social Equity criteria below:

**Note:** If you are an independent practitioner, sole proprietor, or nonprofit organization without paid staff, please state this in writing in your response to these questions to receive full points for this question. If you do not specify this in writing, you shall receive zero (0) points for this question.

- 1. Workforce Diversity** Describe your firm's commitments to providing equal employment opportunities including your organization's or agency's efforts to develop an internal diverse workforce; internal on-the-job training, mentoring, technical training and/or professional development opportunities addressing diversity; and the process(es) used to recruit women and minorities.

##### ***Evaluation Criteria:***

- Describes the agency's or organization's commitment to providing equal employment*

opportunities;

- Describes efforts used to develop an internal diverse workforce;
  - Describes internal diversity mentoring, training, and/or professional development opportunities; and
  - Describes process(es) used to recruit women and minorities into the organization or agency.
- 

### 3.1.4.3 Employee Healthcare and Other Benefits

**5 Possible Points of the above 25**

The County values access to health care and other benefits as an important aspect of social equity. We recognize contracting with vendors who offer Healthcare and Other Benefits to their employees demonstrates responsible community stewardship. The County has assigned at least 5% of the total points available on this solicitation to Healthcare and Other Benefits criterion to determine the award of this contract.

**Note:** If you are an independent practitioner, sole proprietor, or nonprofit organization without paid staff, please state this in writing in your response to these questions to receive full points for this question. If you do not specify this in writing, you shall receive zero (0) points for this question.

#### 1. Employee Healthcare

**2 Possible Points of the above 5**

Please check the one statement below that applies:

- ☐ Proposer offers health insurance **with** a primary care benefit to all full time employees that is **equal or above** the prioritized list for the Oregon Health Plan  
[http://www.oregon.gov/OHPPR/HSC/current\\_prior.shtml](http://www.oregon.gov/OHPPR/HSC/current_prior.shtml)  
(2% of total points possible = 2 points)

**OR**

- ☐ Proposer offers health insurance **without** a primary care benefit to all full time employees that is **equal or above** the prioritized list for the Oregon Health Plan  
[http://www.oregon.gov/OHPPR/HSC/current\\_prior.shtml](http://www.oregon.gov/OHPPR/HSC/current_prior.shtml)  
(1% of total points possible = 1 point)

**OR**

- ☐ Proposer offers **no health insurance benefit** to all full time employees **or** health insurance **with or without** a primary care benefit to employees that is below the prioritized list for the Oregon Health Plan  
[http://www.oregon.gov/OHPPR/HSC/current\\_prior.shtml](http://www.oregon.gov/OHPPR/HSC/current_prior.shtml)  
(0 points possible = 0 points)
- 

#### 2. Other Benefits

**3 Possible Points of the above 5**

Please select the statements that apply to your firm:

##### **Sick Leave**

- ☐ Proposer offers sick leave to all full time employees  
(1% of total points = 1 point)

**OR**

- ☐ Proposer does not offer sick leave to all full time employees (0 points)

**AND**

##### **Vacation Benefits**

- ☐ Proposer offers vacation benefits to all full time employees

(1% of total points = 1 point)

OR

☐ Proposer does not offer vacation benefits to all full time employees (0 points)

AND

**Retirement Benefits**

☐ Proposer offers retirement benefits to all full time employees  
(1% of total points = 1 point)

OR

☐ Proposer does not offer retirement benefits to all full time employees  
(0% points)

---

### **3.2 PROPOSAL EVALUATION AND SCORING**

Evaluation of proposals received in response to the RFPQ will be conducted comprehensively, fairly and impartially. Structural quantitative scoring techniques will be used to maximize the objectivity of the evaluation. The evaluation committee of designated reviewers shall review and evaluate proposals. The committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

#### **3.2.1 EVALUATION PROCESS FOR WRITTEN RESPONSE**

Each evaluator shall independently assign a draft score to each evaluation criterion based on review of the written proposals. Then the evaluators shall meet at a Proposal Evaluation Session and share their key findings from each proposal. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. Final scoring by each evaluator will then be summed. All Proposers who earn the minimum number of points as specified in the RFPQ will be qualified and placed in the qualified pool of Providers.

**Basic Service Qualifications:** All Proposers must complete the questions under 3.1. These questions are to determine whether the Proposers have at least minimal qualifications to provide the basic required services. These questions shall focus on past experience, organizational capacity and capability. All Proposers must receive enough points to have earned at least **70%** of the available points. Proposers failing to achieve 70% of total points shall not be considered, and shall not be eligible to receive a contract award under this procurement. Any proposals submitted by a Proposer which fail to meet the minimum qualification level shall be set aside and not evaluated by the Rating Committee.

Example: Proposer A submits a proposal and receives the following Section 3.1 scores from the three (3) evaluators:

Rater A: 79 Points  
Rater B: 88 Points  
Rater C: 76 Points  
Total Points: **243** Points  
(Minimum necessary: 100 possible points x 3 evaluators x 80% = **210** Points)

As a result, Proposer A has met the minimum 70% requirements to provide these services, since their total point score of 243 exceeds the minimum number of points required to qualify, 210.

If the total points earned had been less than 210 points, then Proposer A would not have been qualified and would not have been placed in the Qualified Provider Pool.

**Failure to comply with these instructions may result in the rejection of the proposal.**



## **PART 4 – INSTRUCTIONS FOR SUBMITTING PROPOSALS**

### **4.0 JOINT PROPOSALS**

ADSD encourages teaming, where appropriate. Vendors may submit a proposal for one (1) Target Population noted in Section 2.3, and one (1) or more of the nine (9) Service Areas noted in Section 2.0.2. The expectation is that agencies comprising a team collectively have the expertise and capacity to provide services for a specific service area. Should a team of agencies submit a Proposal for one of the service areas, ADSD will only contract with the designated lead agency of that team, not the team directly. A premium will be placed on lead agencies passing resources to subcontractors with minimal administrative costs withheld, as it is ADSD's goal to channel as much funding as possible into direct service. See Section 2.7 Scope of Services for detailed descriptions of service area elements.

### **4.1 MULTIPLE OR ALTERNATE PROPOSALS**

Multiple or alternate proposals shall not be accepted.

### **4.2 PROPOSAL INSTRUCTIONS AND FORMAT**

Proposals must be printed, computer generated or typewritten, single spaced, space-and-a-half or double-spaced, on 8.5" x 11" paper. All pages must be numbered. Margins must be at least ½ inch on all sides. Font size can be no smaller than 12. Proposals using smaller font sizes or smaller margins may be rejected.

In support of the County's sustainability goals regarding environmental impact and the disposal of paper, it is the County's preference that proposals be printed on both sides of the paper, rather than on one side only. When proposal format instructions limit the number of pages to be submitted, the page count is based on the quantity of numbered pages. Example: The RFPQ proposal response to the program question is limited to a page count of not more than 12 pages. This equates to not more than six (6) sheets of paper that are printed on each side, or 12 pages printed on only one side.

### **4.3 MAXIMUM PAGE LIMIT**

The total number of pages, excluding required attachments, must not exceed 12 single sided pages (or six (6) double sided pages). Attachments and supporting documents not specifically requested by the RFPQ will not be evaluated. Supporting materials submitted with the proposal, if any, will not be returned. Pages in excess of the page limitation will not be submitted to the evaluators for evaluation.

### **4.4 PROPOSAL CONTENT**

Proposers must respond to all the questions listed under Part 3, Section 3.1 – Proposal Questions and Evaluation Criteria. For each item, restate each the question (You may summarize it and not evaluation criteria) and use the same numbering and letter sequence as found in the RFPQ and then provide your response. Responses must be on the forms provided for by Multnomah County where applicable.

### **4.5 PROPOSAL BINDING**

Proposals must be stapled in the left upper corner. Do not use spiral bindings, glue, place in notebooks or use other methods of binding the proposal. If the document is too thick to be held with a single staple, secure the document with a metal clip which can be easily removed for storage and copying purposes.

#### **4.6 PROPOSAL PACKAGING**

Proposals shall be submitted in a sealed envelope appropriately marked with the Proposal title, RFPQ number, and the name and address of the Proposer. If the requested copies do not fit into an envelope, enclose all copies in a box, seal it and attach a sheet of paper with the following information to the top of the box: (1) Proposal title, (2) RFPQ number, and (3) the name and address of the Proposer. Please use the minimum amount of tape necessary to seal the box.

#### **4.7 PROPOSAL COPIES AND SUBMISSION**

*Proposers must submit one (1) original and five (5) complete copies of the proposal to: Multnomah County Purchasing, 501 SE Hawthorne Blvd, Suite 400, Portland, OR 97214, **no later than 4:00 p.m.** on the proposal due date listed in the timeline. **PROPOSALS MUST BE TIME STAMPED AT THE PURCHASING BID DESK BY THE STATED DATE. LATE PROPOSALS WILL NOT BE CONSIDERED.***

#### **4.8 MINIMUM REQUIREMENTS**

##### **4.8.1 Timely Submittal**

At the time of proposal submission, Proposers must meet the following minimum requirements. Failure to provide any of the required documents or meet any of the below requirements may result in rejection of the proposal.

1. The proposal response must be received by Multnomah County Purchasing and be time stamped no later than the closing date and time on the cover page of this solicitation; and
2. All Proposers are to submit a SIGNED Offeror Representations and Certifications (Attachment B), and it will not count against the total page limitation. Failure to sign a completed Offeror Representations and Certifications form may result in rejection of the proposal.

**4.8.2 At the time of Contracting**, Proposers must meet the following minimum requirements. Failure to provide any of the required documents or meet any of the below requirements may result in rejection of the proposal:

1. Memorandum of Understanding (MOU): If Proposer is submitting Proposal as a lead agency providing services through a partnership or consortium, the awarded Proposer(s) must provide to the County a draft copy of the working agreement or Memorandum of Understanding (MOU) between the lead entity and all the participating members of the consortium. The MOU must include a description of the legal relationships between the consortium members, the length of time the relationships have existed, and how the programs of the consortium are to be integrated. The draft MOU must be signed by either an officer or manager from each consortium member organization. If the awarded Proposer fails to provide a MOU, the County may elect to by-pass the award, and select the next highest ranked Proposer from the allocation process, and so on, until a Proposer provides the requested draft MOU; and
2. Proposers must be legal entities, currently registered to do business in the State of Oregon (per ORS 60.701).


<continues on next page>

#### 4.9 PROPOSER CHECKLIST

Following is a CheckList of attachments that are electronically available for your use by downloading them from the County Procurement Website located at: [www.multcopurch.org](http://www.multcopurch.org)

The following attachments are required: A, B, C and D (if applicable) to be completed and returned along with your proposal. These attachments are created in MS Word to allow you use the form and input your specific vendor information.

The checklist itself is for proposer use, and does not need to be submitted in the proposal. Please organize your proposal in the following order:

	Document name	Return with proposal	Format Provided in Word or PDF	Document
	<b>Proposal Response Cover Page</b> Use this attachment as your first page of your response. Identify your company name on this form.	Yes	Word	Attachment A
	<b>Offeror Representations And Certifications – Signed.</b> Use this page as your 2nd page of your response. See Section 4.8.1.	Yes	Word	Attachment B
	<b>Proposal Response – Written</b> Must not exceed 12 single-sided pages. Include any white papers, research or journal articles in this section. See Sections 3.1, 3.2, and 4.8.1.	Yes	Word	Total of 100 Possible Points Insert your proposal immediately after Attachment B.
	<b>Budget Form</b> See Section 3.1.3.3	Yes	Word	Attachment C
	<b>Evidence-Based &amp; Best Practice Health Promotion Programs</b> See Section 2.7.2	Yes	Word	Attachment D
	<b>Web Sites</b>	No	Word	Attachment E
	<b>Multnomah County Department of County Human Services Contract – Sample</b> See Sections 2.10, 2.11, and 2.12.	No	PDF	Attachment F

ATTACHMENT A  
PROPOSER RESPONSE COVER SHEET



MULTNOMAH COUNTY OREGON

**R12-10682**  
**ENHANCING EQUITY FOR RACIAL, ETHNIC, AND**  
**SEXUAL MINORITY LEADERS**

**Proposals Due May 14, 2012 Not Later Than 4:00 PM**

**Submit Proposals To:**  
**Multnomah County Purchasing**  
**501 SE Hawthorne Blvd., Suite 400**  
**Portland, OR 97214**

**Proposal**

**Submitted By:** \_\_\_\_\_

(Business Name)

**Check The Target Population And the Service Areas Your Proposal Is Being Submitted For:**

<b>Target Population - Check Only One (1)</b>	<b>Service Areas – May Check More Than One</b>
<input type="checkbox"/> African American	<input type="checkbox"/> Short-Term Case Management
<input type="checkbox"/> American Indian / Alaska Native	<input type="checkbox"/> Physical Activity, Falls Prevention or Chronic Disease Management and Education Programs
<input type="checkbox"/> Asian / Pacific Islander	<input type="checkbox"/> Recreation
<input type="checkbox"/> Immigrants & Refugees	<input type="checkbox"/> Caregiver Access Assistance
<input type="checkbox"/> Hispanic / Latino	<input type="checkbox"/> Reassurance
<input type="checkbox"/> Lesbian, Gay, Bisexual, Transgender (LGBT)	<input type="checkbox"/> Home Repair / Modification
	<input type="checkbox"/> Chore
	<input type="checkbox"/> Culturally Specific Congregate Meals
	<input type="checkbox"/> Volunteer recruitment

**By submitting this proposal, Proposer certifies that:**

Proposer will perform the services solicited in this RFPQ in a wholly secular manner.

**ATTACHMENT B**  
**OFFEROR REPRESENTATIONS AND CERTIFICATIONS**

**FAILURE OF THE OFFEROR TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER**

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 30 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

OFFEROR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_ WEBSITE: \_\_\_\_\_

STATE OF \_\_\_\_\_ DATE OF INCORPORATION \_\_\_\_\_

BUSINESS ☐ Corporation ☐ Sole Proprietor ☐ Partnership

DESIGNATION: ☐ S. Corporation ☐ Non-Profit ☐ Government

☐ Other: \_\_\_\_\_

MWESB CERTIFICATION NUMBER \_\_\_\_\_ ☐ Minority Owned ☐ Woman Owned ☐ Emerging, Small ☐ N/A

**ASSURANCES - The Offeror attests that:**

1. The person signing this offer has the authority to submit an offer and to represent Offeror in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Offeror is a resident proposer, as described in ORS 279A.120, of the State of \_\_\_\_\_, [insert State] and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110;  
"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) (j)(b);
4. Any false statement may disqualify this offer from further consideration or be cause of contract termination; and
5. The Offeror will notify the Department Contracts Officer within 30 days of any change in the information provided on this form.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The**

Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

**Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.**

**SIGNATURE OF AUTHORIZED PERSON**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Contact Person for this Procurement: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**INFORMATIONAL PAGE ONLY  
INSERT YOUR PROPOSAL SUBMITTAL HERE  
BETWEEN ATTACHMENT B AND C**

**Reference:** See Section 4.9

**ATTACHMENT C  
BUDGET FORM**

**Reference:** See Section 3.1.3.3

Service to be Provided	
Annual Amount Requested to Provide Service	
Estimated Number of Unduplicated Clients Who Will Be Served Annually	
Estimated Unit Rate for Providing Service	

Service to be Provided	
Annual Amount Requested to Provide Service	
Estimated Number of Unduplicated Clients Who Will Be Served Annually	
Estimated Unit Rate for Providing Service	

Service to be Provided	
Annual Amount Requested to Provide Service	
Estimated Number of Unduplicated Clients Who Will Be Served Annually	
Estimated Unit Rate for Providing Service	

**ATTACHMENT D**  
**Evidence-Based & Best Practice Health Promotion Programs**

**Reference:** See Section 2.7.2

Below are descriptions of selected evidence-based health promotion programs as they appear on the Aging & Disability Resource Connection of Oregon Web site (<http://www.oregon.gov/DHS/spwpd/sua/docs/evd-bsd-pract.pdf>).

**Evidence-Based Healthy Aging Programs (November 2011)**

Evidence-based programs are proven programs that work. In order to be considered evidence-based, programs must be extensively evaluated using a control/comparison group, with documented and published outcomes. The list below is an attempt to compile programs that are considered evidence-based according to key national organizations including the Centers for Disease Control and Prevention and the Administration on Aging.

Questions or comments – please contact Jennifer Mead at 971-673-1035 or [jennifer.mead@state.or.us](mailto:jennifer.mead@state.or.us). This list is also available on-line at <http://www.oregon.gov/DHS/spwpd/sua/docs/evd-bsd-pract.pdf>

**A. Programs Actively Promoted by Oregon DHS**

**Living Well with Chronic Conditions (Stanford Chronic Disease Self-Management Program (CDSMP))** Living Well (Stanford University's Chronic Disease Self-Management Program, or CDSMP) is a six-week workshop that provides tools for living a healthy life with chronic health conditions, including diabetes, arthritis, asthma and heart disease. The workshop provides support for normal daily activities and dealing with the emotions that chronic conditions may bring about. Chronic Disease Self-Management programs also include Tomando Control de su Salud, a Spanish-language, culturally appropriate version, and the Positive Self-Management Program (PSMP), a workshop for people with HIV.

Four-day leader training for this program is held regularly in locations around the state. For more information in Oregon: [www.healthoregon.org/livingwell](http://www.healthoregon.org/livingwell) or 888-576-7414. Or Stanford: <http://patienteducation.stanford.edu>

**Arthritis Foundation Exercise & Aquatics Programs:** Offer low-impact exercises that can be done either sitting or standing to help relieve stiffness and pain and to build strength and stamina. Classes meet 2-3 times per week for at least eight weeks. The programs were developed by physical therapists specifically for people with arthritis or related conditions, although are also appropriate for other frail or deconditioned older adults. A one-day instructor training is offered periodically in various locations around the state. For more information, contact the Arthritis Foundation - Oregon Branch: Cindy Bishop, 503-245-5695 or [cbishop@arthritis.org](mailto:cbishop@arthritis.org), or the Oregon Arthritis Program: 971-673-0984.

**Tai Chi: Moving for Better Balance:** Developed by the Oregon Research Institute in Eugene, this simplified, 8-form version of Tai Chi, offered in community settings, has been proven to decrease the number of falls and risk of falling in older adults. Classes meet 2-3 times/week for at least three months. Program outcomes include decreased falls, and a decrease in fear of falling. A two-day instructor training is offered in the Eugene area, and occasionally in other areas of the state with support from the DHS Public Health Division. For more information: Dr. Fuzhong Li at the Oregon Research Institute can be reached at [www.ori.org](http://www.ori.org) or 541-484-2123, or contact Lisa Shields with the Public Health Injury Prevention program at [lisa.m.shields@state.or.us](mailto:lisa.m.shields@state.or.us).

**Walk with Ease Program** is a community-based physical activity and self-management education program developed and supported by the Arthritis Foundation. The structured 6-week group program



that includes health education, stretching and strengthening exercises, and motivational strategies with a 10-35 minutes walking period, is led by trained leaders who have taken an online training. Walk with Ease was specifically developed for adults with arthritis who want to be more physically active, but is also appropriate for people without arthritis, particularly those with diabetes, heart disease and other chronic conditions, who want to get more active. Instructor training is offered on-line. For more information, see <http://www.arthritis.org/walk-with-ease.php> or contact the Arthritis Foundation - Oregon Branch: Cindy Bishop, 503-245-5695 or [cbishop@arthritis.org](mailto:cbishop@arthritis.org).

## **B. Other Programs Offered in Oregon**

**Active Living Every Day (ALED)** This program was developed by the Cooper Institute and Human Kinetics. It is a 12 week, self-paced course to help people with sedentary lifestyles become and stay physically active. The course can be offered in a group or one-on-one format, and focuses on behavior change to help sedentary adults adopt and maintain physically active lifestyles. ("Active Choices" and "Active Living Every Day" were jointly disseminated/researched under the name Active for Life.) For more information: [www.humankinetics.com/ppALP](http://www.humankinetics.com/ppALP)

**EnhanceFitness (EF):** EnhanceFitness, developed by the University of Washington in collaboration with Senior Services, is a group exercise program for older adults focusing on stretching, flexibility, balance, low impact aerobics, and strength-training. Classes meet 3 times per week and are led by a certified fitness instructor. For more information: [www.projectenhance.org](http://www.projectenhance.org)

**Matter of Balance (MOB):** A Matter of Balance Program. Volunteer Lay Leader Model, adapted from Boston University Roybal Center by Maine's Partnership for Healthy Aging, teaches practical coping strategies to reduce the fear of falling. This group-based course is led by trained lay leaders over 8 weekly 2-hour sessions. For more information, contact MaineHealth Partnership for Healthy Aging at [www.MaineHealth.org/pfha](http://www.MaineHealth.org/pfha) or 207-775-1095. In Oregon, contact Kayt Zundell, OHSU's ThinkFirst Program, at 503-494-5353 or [zundel@ohsu.edu](mailto:zundel@ohsu.edu).

**Otago Exercise Program:** This is an individually tailored falls prevention exercise program that is delivered in participants' homes. A trained physical therapist provides four home visits followed by phone support and a booster session. Exercise includes a series of leg-strengthening, balance-retraining exercises, and a walking plan that get progressively more difficult. For more information: [http://www.acc.co.nz/preventing-injuries/at-home/olderpeople/information-for-programme-providers/index.htm#P42\\_2959](http://www.acc.co.nz/preventing-injuries/at-home/olderpeople/information-for-programme-providers/index.htm#P42_2959). And for information on the program in Oregon, contact [lisa.m.shields@state.or.us](mailto:lisa.m.shields@state.or.us).

**Stepping On:** Developed at the University of Sydney, Australia, this program is designed to improve fall self-efficacy, encourage behavior change, and reduce falls. The program involves a seven week, two-hour/week, group program sessions with a home visit or phone call and booster session. Designed to be taught by a professional who works with older adults and a peer leader, the program also brings in other professionals (i.e. pharmacist, physical therapist) to speak during some of the sessions. For more information on the program in Oregon, contact [lisa.m.shields@state.or.us](mailto:lisa.m.shields@state.or.us).

## **C. Programs Not Currently Offered in Oregon**

**EnhanceWellness (EW):** EnhanceWellness is an individualized, community-based wellness intervention for older adults at risk of functional decline. A nurse and social worker work with the individual to develop a plan, and support and encourage that individual to achieve the goals of his/her plan. The program was developed by the University of Washington in collaboration with Senior Services. For more information: [www.projectenhance.org](http://www.projectenhance.org)

**Fit and Strong:** Developed by the University of Chicago, this physical activity program for older adults with arthritis is designed to be offered three times per week for 8 weeks. Each session includes a 60-minute exercise program and a 30-minute education and group problem-solving session to help

participants develop ways of incorporating exercise into their daily lives. For more information: [www.fitandstrong.org](http://www.fitandstrong.org)

**Healthy IDEAS:** Healthy IDEAS (Identifying Depression, Empowering Activities for Seniors) is designed to detect and reduce the severity of depressive symptoms in older adults with chronic health conditions and functional limitations. This case manager-led program typically lasts for 3-6 months. It was developed by the Huffington Center on Aging at Baylor College of Medicine, Sheltering Arms and the Care for Elders Partnership in Houston. For more information: <http://careforelders.org/default.aspx/MenuItemID/290/MenuGroup/Initiatives+%26+Tools.htm>

**Healthy Moves:** “Healthy Moves for Aging Well” was developed by the Partners in Care Foundation in collaboration with other Southern California organizations. This physical activity program is offered one-on-one to homebound frail, high-risk sedentary older adults. The program was designed to be supported by case managers as an additional service of their community-based case management program. For more information: [www.picf.org](http://www.picf.org)

**ATTACHMENT E  
WEB SITE REFERENCES**

**Cover Page**

**County Purchasing Website**

<http://www.multcopurch.org>

**Refer Questions to**

[nancy.r.walters@multco.us](mailto:nancy.r.walters@multco.us)

**Oregon Health Plan – Section 3.1.4.3**

[http://www.oregon.gov/OHPPR/HSC/current\\_prior.shtml](http://www.oregon.gov/OHPPR/HSC/current_prior.shtml)

**Attachment D**

**Aging & Disability Resource Connection of Oregon**

<http://www.oregon.gov/DHS/spwpd/sua/docs/evd-bsd-pract.pdf>

**Evidence-Based & Best Practice Healthy Aging Programs (November 2011)**

<http://www.oregon.gov/DHS/spwpd/sua/docs/evd-bsd-pract.pdf>

**\*Living Well with Chronic Conditions (Stanford Chronic Disease Self-Management Program (CDSMP))**

[www.healthoregon.org/livingwell](http://www.healthoregon.org/livingwell)

**Tai Chi: Moving for Better Balance**

[www.ori.org](http://www.ori.org)

**Walk with Ease Program - Arthritis**

<http://www.arthritis.org/walk-with-ease.php>

**Active Living Every Day (ALED)**

[www.humankinetics.com/ppALP](http://www.humankinetics.com/ppALP)

**EnhanceFitness (EF)**

[www.projectenhance.org](http://www.projectenhance.org)

**Matter of Balance (MOB)**

[www.MaineHealth.org/pfha](http://www.MaineHealth.org/pfha)

**Otago Exercise Program**

[http://www.acc.co.nz/preventing-injuries/at-home/olderpeople/information-for-programme-providers/index.htm#P42\\_2959](http://www.acc.co.nz/preventing-injuries/at-home/olderpeople/information-for-programme-providers/index.htm#P42_2959)

**EnhanceWellness (EW)**

[www.projectenhance.org](http://www.projectenhance.org)

**Fit and Strong**

[www.fitandstrong.org](http://www.fitandstrong.org)

**Healthy IDEAS**

<http://careforelders.org/default.aspx/MenuItemID/290/MenuGroup/Initiatives+%26+Tools.htm>

**Healthy Moves**

[www.picf.org](http://www.picf.org)

**ATTACHMENT F**  
**MULTNOMAH COUNTY, DEPARTMENT OF COUNTY HUMAN SERVICES CONTRACT – SAMPLE**

**MULTNOMAH COUNTY DEPARTMENT OF COUNTY HUMAN SERVICES  
CONTRACT - SAMPLE**

**CONTRACT NO. [Insert Contract Number]**

This Contract is between MULTNOMAH COUNTY ("County") and [Insert Contractor's Name] ("Contractor").

The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be [Insert Date] or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be [Insert Date].

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** County agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** This Contract includes this document (Standard Terms and Conditions) and:

Exhibit 1 – Statement of Work, Compensation, Payment, and Renewal Terms	Ex. 1 – X Pages
Attachment B – Department-Wide Conditions	Attach B – 5 Pages
Attachment C – Program General Conditions	Attach C – ADSD – 4 Pages
Attachment D – Certificates	Attach D – 6 Pages
Attachment H – HIPAA Business Associate Agreement	Attach H – 4 Pages
Exhibit 2 – Insurance Requirements	Ex. 2 – 1 Page
Exhibit 3 – Certification Statement for Corporation or Independent Contractor	Ex. 3 – 1 Page
Exhibit 4 – Workers' Compensation Exemption Certificate	Ex. 4 – 1 Page
Exhibit 5 – Equal Employment Opportunity Certification Statement	Ex. 5 – 1 Page
Exhibit 6 – <i>Intentionally Omitted</i>	
Exhibit 7 – Criminal History Records Check Certificate	Ex. 7 – 1 Page
Exhibit 8 – Invoice Form	Ex. 8 – 1 Page

---

# CONTRACT SIGNATURES

## CONTRACTOR SIGNATURE

**NOTE:** Contractor must also complete and sign Exhibit 3 and (if attached) Exhibits 4 and 5.

***I have read this Contract including the attached Exhibits. I understand the Contract and agree to be bound by its terms.***

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

## MULTNOMAH COUNTY SIGNATURES

***This contract is not binding on the County until signed by the Chair or the Chair's designee.***

**County Chair or Designee\*:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\*Interim Department Director signs here for Class 1 Contracts (unless retroactive). For all other contracts, Chair or Chair's designee signs here.

**County Attorney Review** **Date:** \_\_\_\_\_  
Reviewed: \_\_\_\_\_  
Jenny M. Morf, ACTING COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

**Interim Department Director or Designee:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
3. **No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
5. **Early Termination.** This Contract may be terminated as follows:
  - a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

- b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- d. Notwithstanding paragraph 5(c), County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

**6. Payment on Early Termination.** Upon termination pursuant to paragraph 5, payment shall be made as follows:

- a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
- c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the County is entitled.

**7. Remedies.** In the event of breach of this Contract the parties shall have the following remedies:

- a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
- b. In addition to the remedies in paragraphs 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
- c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

**8. Access to Records.** Contractor shall retain, maintain and keep accessible all records relevant to this Contract ("Records") for a minimum of six (6) years, following Contract termination or full performance or any longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Contractor shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examination and copying.

**9. Ownership of Work.** For purposes of this Contract, "Work Product" means all services Contractor delivers or is required to deliver to County pursuant to this Contract. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from services.

County shall have no rights in any pre-existing Contractor Intellectual Property of Contractor provided to County by Contractor in the performance of this contract except to copy, use and re-use any such Contractor Intellectual Property for County use only. However, all Work Product created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the County. All Work Product authored by Contractor under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent County is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to County any and all of its rights, title and interest in such Work Product. Upon County's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such Work Product created under this Contract, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all

partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

10. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation ORS 279B.020, 279B.220, 279B.230, and 279B.235.
11. **Indemnity.** Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Multnomah County Attorney's Office, authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense, assume its own defense and settlement.
12. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
13. **Waiver.** The failure of the County to enforce any provision of this Contract shall not constitute a waiver by the County of that or any other provision. Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
14. **Governing Law/Venue.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
15. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
16. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
17. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses. Contractor shall include a provision in each sub-contract requiring subcontractors to comply with the requirements of this clause.
18. **Non-appropriation Clause.** If payment for work under this Contract extends into the County's next fiscal year, County's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.
19. **Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and (c) Contractor's performance under the Contract shall be in a good and workmanlike manner and in accordance with professional standards applicable to the work.

**MULTNOMAH COUNTY DEPARTMENT OF COUNTY HUMAN  
SERVICES CONTRACT – SAMPLE**

**Contract No:**

**EXHIBIT 1:  
STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS**

**STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS**

**1. Contractor shall perform the following work:**

[Enter information]

**2. The maximum payment under this Contract, including expenses, is \$X,XXX.XX**

**3. Contractor shall be paid for the work on the following basis:**

[Enter information]

**4. Contractor shall submit invoices for the work as follows:\*\***

[Enter information]

**5. In addition to the payment provided for in paragraph 3, County will pay expenses on the following terms and conditions:**

[Enter information]

**6. This contract may be renewed on the following basis:**

[Enter information]

**7. If funding for this Contract includes federal funds that could impose A-133 Audit requirements, the Catalogue of Federal Domestic Assistance (CFDA) number(s) and titles are shown below. If there is any change to funding for this Contract to add additional federal funds, Contractor will be notified via letter.**

<b>CFDA #</b>	<b>Program Title</b>
[Enter Number]	[Enter Title]

\*\*County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors. County shall not be obligated to pay Contractor until it has inspected and affirmatively accepted Contractor's work.



**MULTNOMAH COUNTY DEPARTMENT OF COUNTY HUMAN SERVICES  
CONTRACT - SAMPLE**

**Contract No:  
EXHIBIT 2: INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below\*:

**Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4). Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included.**

**THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.**

**Professional Liability** insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

☒ Required by County    ☐ Not required by County (**Needs Risk Manager's Approval**)

**Commercial General Liability\*** insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$2,000,000. This insurance must include contractual liability coverage.

☒ Required by County    ☐ Not required by County (**Needs Risk Manager's Approval**)

**Sex Abuse/Molestation Liability\*\*** insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence, with an annual aggregate limit of \$2,000,000. This insurance must include contractual liability coverage.

☒ Required by County    ☐ Not required by County (**Needs Risk Manager's Approval**)

**Commercial Automobile Liability\*\*\*** insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

☒ Required by County    ☐ Not required by County (**Required if vendor is transporting and/or driving as part of performing the duties specified in the contract**)  
☐ Not required by County

\***Commercial General Liability** - the Certificate shall also provide that the County, its agents, officers, directors, officials, and employees are Additional Insureds by endorsement with respect to Contractor's services to be provided under this Contract.

\*\***Sex Abuse / Molestation Liability** - \*Sex Abuse / Molestation insurance does not need to be a stand-alone insurance, it can be an endorsement of the Commercial General Liability insurance, or part of the Contractor's Professional Liability. Sex Abuse / Molestation insurance coverage needs to be specifically stated in the insurance certificate.

\*\*\* **Commercial Auto Liability** is required of all Contractors when the Provider uses an automobile in providing / conducting services under this RFPQ. Short Term Case Management, Recreation, and Home Repair / Modification will require the above Commercial Auto Liability. Additionally, Commercial Auto Liability is required by all Contractors / SubContractors when they use an automobile to conduct all or a portion of their business operations that contracted for under this RFPQ.

**Additional Requirements.** Coverage must be provided by an insurance company authorized to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Note:** If subcontractors are used by Multnomah County Contractors, it is the Contractors responsibility to ensure that their SubContractors will secure and maintain all required insurances that are applicable (as if they were the contractor to Multnomah County).

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County. **The Contractor shall immediately notify the County of any change in insurance coverage.** The Certificate shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the County, its agents, officers, directors, officials, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract on a primary and non-contributory basis. Such coverage will specifically include products and completed operations

coverage. Copy of the additional insured endorsement shall be attached to the certificate of insurance required by this contract. If requested, complete copies of insurance policies shall be provided to the County.

**Where in the County to send your Certificate of Insurance.** Risk Management has an email address that all insurance certificates should be sent to: [insurance@multco.us](mailto:insurance@multco.us). **Additional originals, hard copies, or faxes are not necessary.**

**Completed by:** \_\_\_\_\_  
Contract Originator

**\*Note to Contract Originator:** For certain types of contracts additional insurance may be required. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management/ Property & Liability Programs.

MULTNOMAH COUNTY DEPARTMENT OF COUNTY HUMAN SERVICES

CONTRACT - SAMPLE

Contract No. [Insert Contract Number]

**EXHIBIT 3:**  
**CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR**

*Note: Contractor MUST Complete A or B below*

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.**

I certify under penalty of perjury that CONTRATOR is a [check one]:

- ☐ Corporation    ☐ Limited Liability Company    ☐ Partnership    ☐ Non-Profit Corporation authorized to do business in the State of Oregon

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

Contractor certifies under penalty of perjury, that the following statements are true:

1. If CONTRACTOR is providing services under this Contract for which registration is required under ORS Chapter 671 (architects and landscape contractors) or 701 (construction contractors), CONTRACTOR has registered as required by law.
2. CONTRACTOR is free to determine and exercise control over the means and manner of providing the service, subject to the right of the County to specify the desired results.
3. CONTRACTOR is responsible for obtaining all licenses or certifications necessary to provide the services.
4. CONTRACTOR is customarily engaged in providing services as an independent business. CONTRACTOR is customarily engaged as an independent contractor if at least three of the following statements are true.

NOTE: Check all that apply. You must check at least three (3) to establish that you are an independent contractor.

- ☐ A. CONTRACTOR's services are primarily carried out at a location that is separate from CONTRACTOR's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- ☐ B. CONTRACTOR bears the risk of loss related to the services provided under this Contract.
- ☐ C. CONTRACTOR provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- ☐ D. CONTRACTOR makes a significant financial investment in the business.
- CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MULTNOMAH COUNTY DEPARTMENT OF COUNTY HUMAN SERVICES  
CONTRACT - SAMPLE**

Contract No. [Insert Contract Number]

**EXHIBIT 4: WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

**Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate box*):**

- ☐ **SOLE PROPRIETOR**
- Contractor is a sole proprietor, and
  - Contractor has no employees, and
  - Contractor will not hire employees to perform this Contract.
- ☐ **CORPORATION – FOR PROFIT**
- Contractor's business is incorporated, and
  - All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
  - All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.
- ☐ **CORPORATION – NONPROFIT**
- Contractor's business is incorporated as a nonprofit corporation, and
  - Contractor has no employees; all work is performed by volunteers, and
  - Contractors will not hire employees to perform this Contract.
- ☐ **PARTNERSHIP**
- Contractor is a partnership, and
  - Contractor has no employees, and
  - All work will be performed by the partners; Contractor will not hire employees to perform this Contract, and
  - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*
- ☐ **LIMITED LIABILITY COMPANY**
- Contractor is a limited liability company, and
  - Contractor has no employees, and
  - All work will be performed by the members; Contractor will not hire employees to perform this Contract, and
  - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

\*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a Contractor who will perform construction work.

Contractor  
Printed Name:

\_\_\_\_\_

Contractor  
Signature:

\_\_\_\_\_

Contractor Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**MULTNOMAH COUNTY DEPARTMENT OF COUNTY HUMAN SERVICES  
CONTRACT - SAMPLE**

Contract No. [Insert Contract Number]

**EXHIBIT 5: EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION STATEMENT**

**Every Contractor executing a contract for more than \$75,000 must complete this Exhibit.**

Equal Employment Opportunity (EEO) means eliminating barriers to ensure that all employees are considered for the employment of their choice and have the chance to perform to their maximum potential. EEO practices include, but are not limited to, fairness at work, hiring based on merit and promotion based on talent. It concerns all aspects of employment including recruitment, pay and other rewards, career development and work conditions.

All County Contractors signing new contracts with the County must complete this form. A Contractor who signs Part 1 and later adds employees during the period of performance of any County Contract must immediately notify the County of the change in status and submit an updated form with Part 2 signed. Failure to submit an updated form may result in termination of all existing contracts.

**CERTIFICATION**

I certify under penalty of perjury that *[check Part 1 or Part 2]*:

☐ **Part 1:** Contractor has no employees. Should Contractor hire employees at a later date during the term of the Contract, Contractor will immediately notify the Department that issued the Contract and submit an updated Certification with Part 2 completed.

**—OR—**

☐ **Part 2:** Contractor has employees. Contractor, as an Equal Opportunity Contractor, does not:

1. Discriminate against employees or applicants based on race, color, religion, sex, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or source of income;
2. Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
3. Coerce the political activity of any person;
4. Deceive or willfully obstruct anyone from competing for employment;
5. Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
6. Give improper preference or advantage to anyone so as to improve or injure the employment prospects of that person or any other employee or applicant.

**Contractors Signature:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**MULTNOMAH COUNTY DEPARTMENT OF COUNTY HUMAN SERVICES**  
**CONTRACT - SAMPLE**  
**Service Contract No.**

**EXHIBIT 7: CRIMINAL HISTORY RECORDS CHECK CERTIFICATE**

**CERTIFICATE OF COMPLIANCE**

**CONTRACTOR:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

**TELEPHONE:**

\_\_\_\_\_

The Authorized Signature below certifies that the organization named above is currently in compliance with ORS 181. 536-537 and OAR 407-007-0000 through 407-007-0380 and this Department of County Human Services Contract. Further, that the organization will exercise diligence in maintaining compliance as long as the organization continues to contract with Multnomah County and ORS 181. 536-537 and OAR 407-007-0000 though 407-007-0380 remain in effect.

**PRINTED NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**MULTNOMAH COUNTY DEPARTMENT OF COUNTY HUMAN SERVICES  
CONTRACT - SAMPLE  
Service Contract No.**

**EXHIBIT 8: INVOICE FORM**

**INVOICE FORM**

**Invoice Number:** \_\_\_\_\_

**Invoice Date:** \_\_\_\_\_

**Organization Name:** \_\_\_\_\_

**Preparer of Invoice:** \_\_\_\_\_

**Street or Mailing Address:** \_\_\_\_\_

**City, State, and Zip Code:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**New Vendor Number:** \_\_\_\_\_

<b>Material Code</b>	<b>Type or Description of Service</b>	<b>Date(s) of Service</b>	<b># Units</b>	<b>Unit Rate</b>	<b>Total</b>

**Grand Total:**

--

I hereby certify that I am authorized to prepare this invoice on behalf of

\_\_\_\_\_(organization name). I further certify that  
the information provided on this invoice is true and correct to the best of my knowledge.

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**For Multnomah County Use Only: DCHS Program Approval to Pay:**

**Program Manager Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_