



REQUEST FOR PROGRAMMATIC QUALIFICATIONS

RFPQ No: 4000005176

RFPQ Title: Community Healing Initiative (CHI) Gang Violence Prevention and Intervention

Initial Issue Date: May 19, 2017

Proposals Due: June 21, 2017

Not Later Than 4:00 PM

LATE PROPOSALS SHALL NOT BE CONSIDERED

In the event of County closures due to inclement weather, emergency, or any published event, solicitation closings will automatically be moved to the next business day.

Future Annual Closing Dates:

June 20, 2018

June 19, 2019

June 24, 2020

June 23, 2021

Refer Questions to:

Anthony Blackmon, Procurement Analyst

Phone: (503) 988-9287

Email: anthony.blackmon@multco.us

Submit Proposals to:

Multnomah County Purchasing

501 SE Hawthorne Blvd, Suite 125

Portland, OR 97214

Pre-Proposal Conference:

There will be a pre-proposal conference for this Solicitation on May 31, 2017 at 1:30 p.m. at the Multnomah Building, 501 SE Hawthorne Blvd., Portland OR 97214, Room 126.

Attendance is: Optional

This RFPQ is issued under the provisions of the Oregon Revised Statutes Chapter 279 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.multco.us/purchasing>.

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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 Evaluation, Questions and Instructions: 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 and Electronic References: Provides additional information and forms necessary to complete the proposal submission.

1.1 PROCUREMENT TIMETABLE

Activity	Section	Scheduled Date/Time
Date Issued	Cover	May 19, 2017
Optional Pre-proposal conference	1.2	May 31, 2017
Questions or protests of specifications due to Purchasing in writing	1.3.1	June 9, 2017
Purchasing response to written questions	1.3.1	June 19, 2017
Proposal submittal deadline	Cover	June 21, 2017
Proposal evaluation period		Week of July 10
Provider selection		Week of July 17
Service start date (if applicable)		January 1, 2018

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

1.2 PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held on May 31, 2017 at 1:30 pm, in room 126 of the Multnomah Building, at 501 SE Hawthorne Blvd. 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 RFPQ 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 County time to correct any term or condition in this RFPQ and contract that may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. By allowing corrections before opening Proposals, the County 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 in acceptance of the terms of this RFPQ and contract, and serve as a waiver of Proposer's rights to later contend that either the RFPQ 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 <https://multco.us/purchasing>. 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, or those Proposers determined to be in the Competitive Range, if applicable, in order to communicate program requirements and arrangements and other information as determined necessary by the County.

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.4000005176
ATTN Purchasing Manager
Multnomah County Purchasing
501 SE Hawthorne Blvd., Suite 125
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 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 all rights regarding this solicitation, including but not limited to the right to:

1. Cancel this solicitation at any time and not award a contract;
2. Award a contract in part;
3. Reject any and all proposals in whole or in part; and
4. 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 Communications Offices.

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 CERTIFICATION REGARDING CONFLICT OF INTEREST

Proposers are required to certify (in the Proposer Representations and Certifications Attachment 1) whether the Proposer is or is not aware of any potential organizational conflict of interest (COI). If the Proposer is aware of a conflict, then Proposer is required to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest. Proposers responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must identify and address any actual or potential organizational COI within the Proposer's entire organization, including parent company, sister companies, affiliates, and subsidiaries. In addition to identifying potential organizational COI, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. Also, all contractors shall disclose any actual or potential COI. The County Attorney will determine a proposer's eligibility for award based on the information provided in the disclosure statement.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

1.19 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.

County shall pay the invoice within 30 calendar days unless otherwise provided in Exhibit 1 of the finalized contract.

1.20 FUNDING REQUIREMENTS (see also Section 4.8)

Pre-Award Risk Assessment: Successful proposers whose contract award includes federal funding (as identified by a Catalog of Federal Domestic Assistance number) will be subject to a Pre-Award Risk Assessment (which includes an evaluation of financial stability, quality of financial /management systems, experience with federal funds, reports and findings from audits) completed by Multnomah County (if one has not been submitted in the last year) prior to the issuance of a contract. Contractors who fail to submit the required documents will not be eligible for a contract from the County.

1.21 METHOD OF SUBMISSION

All Proposal documents shall be submitted in hard copy. Electronic or facsimile submissions shall be rejected. See Section 4.2 for specific instructions.

1.22 WHOLLY SECULAR CERTIFICATION

Proposers must signify and sign on the Cover Page, **Attachment 3**, they will perform the services solicited in this RFPQ in a wholly secular manner. Complete the Cover Page and attach to your proposal.

PART 2 – SERVICE DESCRIPTION, FUNDING AND CONTRACTING INFORMATION

2.0 PURPOSE AND OVERVIEW

Multnomah County is committed to reducing racial and ethnic disparities in the juvenile justice system through policies, practices and the continuum of prevention, intervention and supervision/suppression programs and strategies. The Community Healing Initiative (CHI) builds capacity and safety by preventing and reducing delinquency, addressing root causes, and connecting youth and families to support services. CHI is an emerging, innovative, community-based, family-focused trauma-informed model for community and system transformation.

The Multnomah County Department of Community Justice (DCJ) seeks to contract with several culturally responsive community-based organizations to partner with in the CHI model. The selected vendors will provide a range of programming for youth and families that consists of gang prevention services, diversion for youth with first-time referrals and more intensive services for youth on probation who have involvement with high-risk activities and behaviors, such as violence/gun violence and gangs. Specific services include, but are not limited to, needs assessment, assertive engagement, case management, care coordination, and services and referrals calibrated to the level of risk and family situation for youth and their families.

The selected organizations will need to have expertise in the following areas:

- a) Experience with serving youth of color and their families, including justice- involved youth and adults.
- b) Experience providing (directly or indirectly through referrals) the following services:
 - b1) Developing service plans;
 - b2) Case management and care coordination;
 - b3) Educational assistance;
 - b4) Parenting skills;
 - b5) Gender responsive services (i.e., female, LGBTQ, etc.);
 - b6) Employment support;
 - b7) Basic needs;
 - b8) Skill development including, but not limited to, Aggression Replacement Training (ART);
 - b9) Gang prevention and intervention services;
 - b10) Safety planning; and
 - b11) Support services to gang impacted youth and families with multiple needs and barriers
- c) Experience mentoring at-risk and/or gang impacted youth
- d) Managing large human services contracts
- e) Designing and overseeing transition plans for existing services

The County intends to contract with several culturally responsive, community-based partner organizations to work together with the County as part of the Community Healing Initiative (CHI). **The number of resulting contracts will depend on how many applicants qualify for the three programs described below.**

There are three programs within CHI. **CHI Probation** serves youth on probation to the Juvenile Court. CHI Probation youth are medium- to high-risk youth who are or who have been gang impacted. **CHI Early Intervention and Diversion Program** is for youth with first time, qualifying low-level criminal or status offense (e.g., theft 2 or 3, criminal mischief, interfering with public transportation, harassment, minor in possession, etc.). It is a voluntary program, and youth are referred to the CHI providers to receive pro-social programming and referrals to needed services. Previously these youth would have received a warning letter from the Juvenile Services Division (JSD) after contact with law enforcement. **CHI Gang Prevention Program** serves youth ages 11 to 16 and their families by addressing the cultural and gender-specific educational, emotional, social needs of youth who are high-risk for gang involvement.

Contracted providers will serve **at least one** of the following groups: African American, Latino, Native American, Asian/Pacific Islander, Slavic and East African. While services shall be targeted to these youth and families, services shall not be denied to other ethnic or racial groups.

CHI is collaboration between DCJ and community providers that has been serving youth and families since 2011. The County currently contracts for these services and those contracts will end December 31, 2017. New contracts to replace services shall begin January 1, 2018.

2.1 INTRODUCTION AND PROGRAM HISTORY

Multnomah County's overall crime rates have consistently decreased over the past 10 years. However, African American and Latino communities continue to be disproportionately impacted by gang violence and shootings and the lack of comprehensive or collective response. In 2011, the Department of County Human Services (DCHS) and DCJ evaluated their current youth gang prevention and intervention services and decided to develop a new framework for future investments of County funds for youth and family gang violence prevention. The end result was the Community Healing Initiative (CHI), an interdepartmental effort that entailed shared financial resources, system outcomes, and risk.

DCJ has since acquired full responsibility for managing youth gang services, and its current and future focus for this program includes implementing intensive, whole family support and services based in an assertive engagement practice that is placed inside each home, neighborhood, school and work of the individual families. Services are tailored to meet each family's individual needs and strengths, as well as address key life domains (inclusive of Edward Latessa's top criminogenic factors, which include: antisocial attitudes, values, and beliefs; pro-criminal associates; temperament and personality factors; a history of antisocial behavior; family factors; and low levels of educational, vocational or financial achievement).

In 2014 mentoring services were added to the CHI Probation program. Mentoring services are targeted to last 6 months to a year for each youth involved in the program, as research has shown that relationships that persist over a longer period of time produce more positive outcomes. The CHI mentors help disconnected youth reintegrate back into their communities and stay focused on positive aspects of their lives.

In 2015, CHI expanded to include all youth throughout the County with a first time qualifying low-level offense. All youth with a qualifying offense are referred to the CHI Early Intervention and Diversion Program to receive pro-social programming and referrals to needed services. Previously, these youth would have received a warning letter from JSD after contact with law enforcement. Contractors now serve both the CHI youth on probation and the CHI first time qualifying referrals.

The CHI Gang Prevention Program has previously focused primarily on Asian/Pacific Islander and Native American youth of both genders. In the future, gang prevention services shall be expanded to serve all youth ages 11 to 16 who meet the qualifiers, which are described in detail in the Scope (Section 2.7).

The goals of CHI are to prevent youth of color from committing crimes and penetrating further into the justice system, and to provide support to whole families. Research shows that culturally responsive, strength-based programs that are delivered in homes, schools and the community are the most effective. CHI also helps prevent unnecessary and expensive detainment in detention and correctional facilities. The County intends to contract with several culturally responsive, community-based partner organizations to work together with the County as part of the Community Healing Initiative (CHI). The number of resulting contracts will depend on how many applicants qualify for the three programs described below. Proposer will indicate on the Cover Sheet, Attachment 3 which of the following programs and populations for which the Proposer, if awarded, will provide services.

2.2 GOALS, VALUES AND OTHER IMPORTANT CONSIDERATIONS

DCJ has been at the forefront of developing programs and services to strengthen and improve community safety as well as working to reduce recidivism and re-offense rates through the various programs and services provided to both adult offenders and youth. To emphasize this commitment, DCJ developed a five-year strategic plan that establishes five critical goals toward achieving a stronger, more responsive and effective department. These include the following:

- Behavior Change – Working with justice involved youth and adults to reduce delinquent and criminal behavior.
- Accountability – Holding justice involved youth and adults accountable for their actions.
- Resource Management – Directing our resources to deliver cost effective services.
- System Change – Using advocacy and innovation to guide our work with stakeholders to improve community safety and assure a fair and just system.
- Commitment to Victims and Community – Respecting and addressing victims' rights and needs and restoring the community.

Intervention programs are firmly rooted in the five goals of DCJ's strategic plan. The culturally responsive and strength-based CHI program has been shown to be effective at promoting behavior change by building rapport and enhancing youth motivation. CHI holds youth accountable by understanding risks, needs and responsivity; service planning; assertive engagement; restorative justice, supervision intensity; case management; safety planning, and access and referrals to services and supports. DCJ directs its resources to deliver cost effective services by collecting and using data to make decisions, and by recruiting, hiring, and managing staff and volunteers with the right competencies. Youth of color are disproportionately represented in the juvenile justice system. By engaging in partnerships that enhance public safety, create a sense of justice and reduce delinquency and recidivism, DCJ strives for system change and improvement. Victims of delinquency are also offered opportunities for engagement in an attempt to restore the community.

Specific values for the CHI program include:

- a) Family First: The family drives the plan.**
 - a1) We respect and honor family voice and guarantee safety for its expression throughout the process.
 - a2) We assure that youth and families are empowered to shape the plan based on what they understand as their strengths and needs.
 - a3) We are committed to culturally sensitive behavior toward the family throughout the process.
 - a4) We understand that building trust with families is our job.
 - a5) We protect families by honoring confidentiality.
- b) Engagement and Motivation: We help families discover what will work for them.**
 - b1) We use effective strategies to help families find their own motivation for trying new strategies (e.g., what's in it for us?).
 - b2) If a family is not engaging we ask ourselves what we can do differently.
 - b3) We stay balanced and avoid taking sides between family members.
- c) Effective Teamwork: As partners we take care of each other.**
 - c1) We help each other.
 - c2) We clearly understand our roles and honor boundaries.
 - c3) We listen for understanding and speak truthfully to each other.
 - c4) We keep our commitments.
- d) Shared Accountability**
 - d1) We carefully make commitments, review them together, and make sure we keep them.
 - d2) We assure quality and fidelity to the model.
- e) Community Safety: We plan carefully to assure community safety.**
 - e1) We set up supervision and support to ensure that individuals are safe and behaving safely.
 - e2) We collaborate with our partners to enhance safety at our events and sites, and we plan and staff

carefully and appropriately for safety.

- e3) We strive for sustainable community safety through positive youth development, family support and community involvement.

Specific goals for the CHI program include:

- a) Reduce involvement in the juvenile justice system;
- b) Reduce/eliminate gang involvement and gang related behaviors;
- c) Reduce youth violence;
- d) Reduce referrals and re-offense for African American and Latino youth;
- e) Reduce disparities; and
- f) Increase academic achievement.

To accomplish these goals, selected contractors will plan and implement activities focused on positive youth development, family support and community protection, with activities organized in a coordinated, strengths-based and family-focused process. This process occurs inside the home and neighborhood of individual families.

2.3 TARGET POPULATION SERVED

CHI Probation shall serve approximately 100 African American and Latino youth living in Multnomah County. Youth shall be on probation to the Juvenile Court. **CHI Probation** youth are medium- to high-risk youth who are gang-impacted and have a history of trauma, antisocial behavior, family/marital dysfunction, poor school/social activity, alcohol/drug or mental health needs.

CHI Early Intervention and Diversion Program shall serve approximately 315 African American and Latino youth living in Multnomah County. **CHI Early Intervention and Diversion** youth are youth with low level, first-time offenses.

CHI Gang Prevention Services shall serve approximately 50 youth ages 11 to 16 who have not yet entered the juvenile justice system. The focus shall be on African American, East African, Asian/Pacific Islander, Native American, Slavic, and/or Latino youth at risk for gang involvement.

While services shall be targeted to African American, Latino, East African, Asian/Pacific Islander, Native American, and Slavic youth and families, services shall not be denied to other ethnic or racial groups.

2.4 GEOGRAPHIC BORDERS/LIMITATIONS & SERVICE AREAS

Services shall be delivered anywhere within Multnomah County where a participating youth/family lives, goes to school, works, has relatives, or conducts criminal activities. The focus will be between 82nd and 201st (outer Southeast Portland and the Gresham/Rockwood areas) and Northeast (King) and North Portland (St. Johns) neighborhoods. However, services shall be provided and made accessible throughout Multnomah County.

2.5 FUNDING

The Department of Community Justice (DCJ) has approximately \$2,250,000 available in *annual* funds for these services.

Funding of the work described in this RFPQ is not guaranteed. Fluctuations in funding year to year should be expected. The County cannot assure that any particular level of work will be provided and the contract will permit the County to add or remove work as necessary depending on availability of funding. The County does not guarantee that any minimum amount of services will be purchased.

2.6 MATCH REQUIREMENTS

Not applicable to this solicitation.

2.7 SCOPE OF SERVICES

2.7.1 Core Services/Activities

The Community Healing Initiative consists of three programs for youth and their families with a range of risk factors, needs and barriers. The three programs are as follows:

CHI Probation Program: This program is for youth under the supervision of DCJ. The CHI Probation Program shall apply prevention, intervention and supervision for medium- to high-risk African American and Latino gang impacted youth and their families.

CHI Early Intervention and Diversion Program: This program is for African American and Latino youth with low-level, first-time offenses. It's an early intervention opportunity for community connection, accountability and support of protective factors for youth with first-time, low-level referrals and their families.

CHI Gang Prevention Program: This program is for gang-impacted youth who have not yet entered the juvenile justice system.

Proposers awarded contracts can provide services for one, two or all three of the above mentioned programs.

For **CHI Probation Program** and **CHI Early Intervention and Diversion Program**, contracted agencies shall:

1. Provide Assertive Engagement Relationships with CHI families (assessment, case planning, and resource referral).
2. Connect clients and their family members to the following:
 - 2a) Care coordination or intensive case management (assessment, case planning, and resource referral);
 - 2b) Pro-social activities;
 - 2c) Educational assistance;
 - 2d) Parent training (e.g., virtues training, in-home family coaching, parent support, and leadership training);
 - 2e) Employment support;
 - 2f) Basic needs/skill building (e.g., Aggression Replacement Training);
 - 2g) Support services including reporting to DCJ any safety concerns involving youth/family and community at large;
 - 2h) Gender responsive services (i.e., female, LGBTQ, etc.);
 - 2i) Gang prevention and intervention services;
 - 2j) Safety planning; and
 - 2k) Experience mentoring at-risk and/or gang impacted youth
3. Develop, implement, monitor and evaluate individualized strength-based youth and family service plans.
4. Participate in consistent communication with Juvenile Court Counselor (JCC) regarding progress (email/phone/text).
5. Work collaboratively with other professionals in the field including schools, community –based

organizations (CBO), mental health/alcohol and drug organizations, child welfare, DCJ, DCHS and Oregon Youth Authority (OYA).

6. Participate in regular staffing meetings with JCCs, community providers and other providers as appropriate.
7. Participate and facilitate youth and family pro-social activities and classes.
8. Meet with JCC and family at least 30 days before client's probation expires for an exit plan from probation.
9. Adhere to documentation requirements as indicated in CHI program policies, including, but not limited to, accurate data entry, service plans, reports, case notes and community team reports.

The contract agencies shall provide services using the following approaches:

- a) Utilize a culturally specific approach to all activities;
- b) Address key life domains based on criminogenic factors;
- c) Collaborate with community-based partners to implement services tailored to meet each family's individual needs and strengths;
- d) Provide whole family support and community protection activities;
- e) Use an assertive engagement practice that is placed inside the home, neighborhood, school and work of the individual families;
- f) Use a positive youth development approach that recognizes the intrinsic value of each youth; that is intentional and strength-based; that builds on youth assets; that is client-centered; that encourages leadership and civic involvement through service to community; that is based on partnership with adults; that builds on resiliency factors such as a competent caring adult.

Specific to **CHI Probation** is **Mentoring**: The contract agencies shall provide mentors to CHI Probation youth, if appropriate. CHI Mentors are those who have lived experience or who have been impacted by gang involvement. Mentoring services shall last for approximately six months to one year. Mentors shall be trained in the basic knowledge and skills needed to build an effective mentoring relationship. The contract agencies shall provide mentors with access to at least two types of resources (e.g., expert advice from program staff or others; publications; Web-based resources; experienced mentors; available social service referrals) to help mentors negotiate challenges in the mentoring relationships as they arise. At a minimum, mentors shall document the dates when they interact with the youth and what activities occurred during the interaction. The contract agencies and mentors shall work with the youth to develop a clear vision and specific, targeted outcomes intended for the mentoring intervention. The mentors shall enable youth to successfully make the transition to adulthood, with the ultimate goal that the youth will become productively engaged citizens: law-abiding, connected to meaningful work, in healthy relationships, and living in healthy environments.

For the **CHI Gang Prevention Program**, contracted agencies shall establish a system of culturally-competent gang prevention services that build competencies and healthy outcomes for youth 11-16 years old and their families by addressing the cultural and gender-specific educational, emotional, social needs of youth who are high-risk for gangs, or who are already involved with gangs but have not yet entered the juvenile justice system.

Services for youth must support the need for young people to make a successful transition to adulthood. Supports include positive adult role models, effective education, safe places, and opportunities to help others.

Services for families will include, at a minimum, the following:

- a) Provide culturally appropriate Parent Training such as Positive Indian Parenting, Strengthening Families, or Parents Helping Parents, etc.;
- b) Anti-poverty services, that would include linking families to anti-poverty resources such as rent

- assistance, energy assistance, employment training, etc.; and
- c) Link family members to medical, mental health, addiction treatment as needed.

Services will include/incorporate the following components:

- a) “Best practices” and “promising practices” must be utilized when creating services targeted for these at-risk youth. It is expected that a collaborative model of services that links all service providers should be developed. This might include, but is not limited to, working with all providers of County gang prevention/intervention services, the school system, juvenile court, the State Department of Human Services, mental health and drug and alcohol providers, as well as job training and placement providers to create a united and seamless system of prevention/intervention services.
- b) Knowing that early intervention is critical, it is the County’s goal that these services prevent youth violence before it happens, ensuring that young people have a sound education, job opportunities, recreation outlets, safe neighborhoods, supportive adults and healthy families, protection from drugs and guns, good nutrition and stable housing.

2.7.2 Target Population

CHI Probation Program

Services shall be provided to families living within Multnomah County and who have a family member under the supervision of DCJ. Youth may be under the supervision of JSD, or they may be Measure 11 youth under the supervision of the Adult Services Division (ASD). Ballot Measure 11 youth are cases which the Multnomah County District Attorney has filed on to be tried under the determinate sentencing guidelines which are outlined in the state constitution. These cases are directly related to 24 different crimes, which are outlined in criminal code ORS 137.700, and pertain to youth ranging in age from 15-19 years.

While services shall be targeted to Latino and African American families, services shall not be denied to non-Latino and non-African American families. Youth shall be at least 15 years of age.

Youth and families shall be selected who meet Juvenile Case Plan Risk Factors:

- a) History of antisocial behavior;
- b) Presence of anti-social personality, cognition and companions;
- c) Family and/or marital dysfunction;
- d) Substance abuse and untreated mental health issues;
- e) Poor or non-existent school and/or recreation activities;
- f) Absence of a moral/authoritative voice;
- g) Medium and high risk as scored by the Juvenile Crime Prevention (JSP) assessment; and
- h) Gang involved or gang impacted.

CHI Early Intervention and Diversion Program

Services shall be provided to first-time, low-level offenders and their families throughout Multnomah County. The first-time offenders are youth who have received their first low-level criminal referral as determined by DCJ JSD. Youth shall be between the ages of 11 and 17 and have been arrested by a local police department within Multnomah County on specified offenses. While culturally responsive services shall be provided to Latino and African American youth, services shall not be denied to non-Latino and non-African American youth.

Eligible Offenses for the CHI Early Intervention Program

Violation Non-Criminal

- o *Attempt Theft -- 3*
- o *Unlawful possession of marijuana < 1 ounce (PZLZ)*
- o *Minor possesses/purchase liquor (MIPL) – B class*
- o *Unlawful possession of graffiti implement (UPGI)*
- o *Unlawful Street Obstruction – U class*

B Misdemeanor Behavioral

- o *Attempt Assault 4*
- o *Telephonic Harassment (THAR)*
- o *Disorderly Conduct – 2 (DCON)*
- o *Disorderly Conduct – same as above but from Transit/Tri Met Police*
- o *Give False Info to Police*
- o *Initiate False Report*
- o *Interfere with Public Transportation (IPT)*
- o *Interfering with Peace Officer (INPO)—Class A*

C Misdemeanor Behavioral

- o *Harassment (HRSS)*
- o *Attempt Harassment*

A Misdemeanor Behavioral

- o *Criminal Trespass 1 (CTS1)*
- o *Theft – 2 (no restitution/business)*

B Misdemeanor Property

- o *Attempt Theft -- 2*
- o *Attempt Unlawful Entry of Motor Vehicle*

C Misdemeanor Property

- o *Conspiracy Criminal Mischief -- 3*
- o *Criminal Mischief – 3*
- o *Criminal Trespass 1 (CTS1)*
- o *Criminal Trespass 2 (CTS2)*
- o *Theft – 2 (no restitution of damage, business)*
- o *Theft – 3 (no restitution of damage, business)*

CHI Gang Prevention Program

Program services will target African American, Latino, East African, Asian/Pacific Islander, Native American, or Slavic youth of both genders, and their respective families who meet three or more of the following factors:

- a) Are poor (50% of area median income);
- b) Have poor school attendance or have been expelled or suspended from school;
- c) Not meeting reading and math benchmarks for their grade level;
- d) Drug and Alcohol experimentation;
- e) Live in high crime neighborhoods;
- f) Have inadequate parental supervision and monitoring;
- g) Have a family history of criminality;
- h) Delinquent peer associations; and
- i) English is not the primary language spoken in the home.

While culturally responsive services shall be provided to African American, Latino, Slavic, East African, Asian/Pacific Islander, and Native American youth, services shall not be denied to youth of other racial or ethnic groups. The target population shall consist of youth ages 11 to 16 and their families.

2.7.3 Referrals

CHI Probation Youth Program: The contract agencies shall receive referrals from DCJ and CBOs. Only 20% or fewer of the total number of referrals shall be from CBOs.

CHI Early Intervention and Diversion Program: The contract agencies shall receive referrals from JSD. Only JSD shall make referrals.

CHI Gang Prevention Services: The contract agencies shall receive referrals from CBOs and schools.

2.7.4 Capacity

CHI Probation Program shall serve approximately 90 to 100 youth per year. The contract agency serving African Americans shall serve approximately 60 youth; the agency serving Latino youth shall serve approximately 30.

CHI Early Intervention and Diversion Program shall successfully engage approximately 315 youth per year.

CHI Gang Prevention Services shall serve approximately 50 youth per year.

2.7.5 Assessment

CHI Probation Program youth are assessed using the JCP full assessment as part of the adjudication and probation process.

CHI Early Intervention Program youth shall be assessed at intake and exit using the Juvenile Crime Prevention (JCP) Quick Screen.

Youth referred to the CHI Gang Prevention Program shall be assessed with a County-approved assessment to determine eligibility.

2.7.5 Staff Qualifications

Staff working with youth in **all three CHI programs** shall have a combination of the following qualifications:

- a) Experience serving and/or understanding of the specific needs of gang- impacted youth and families
- b) Experience working with and providing services to youth involved in the juvenile justice system
- c) Experience providing comprehensive whole family support and services
- d) Ability to integrate racial/ethnic, gender, and other cultural identities into service delivery practice
- e) Skills in care coordination, case management, service planning
- f) Experience working with community-based services, supports and programs
- g) Experience working with and in public schools, alternative schools
- h) Experience working with law enforcement and public safety personnel

2.7.6 Interpreter Services

It is preferred that the contract agencies communicate with clients in the client's preferred language. If that is not possible the providers shall develop internal or external resources to ensure that bilingual services are available to non-English speaking clients. Employees who have direct contact with DCJ youth of the contracted agency/agencies selected to work with Latin, East African and Slavic youth are required to speak the youth's native language.

2.7.7 Data Collection and Submission

The contract agencies shall submit web-based intake, contacts and exit forms for all youth in all three programs. The web-based forms shall be created collaboratively by the providers and DCJ.

In addition to the intake and exit forms, contract agencies may have to complete and submit the following:

- a) Entry JCP Quick Screen
- b) Parent/Guardian consent form
- c) Release/Exchange of information form
- d) Grievance and confidentiality form
- e) Needs assessment
- f) Photo, audio and video recording release form
- g) Exit JCP Quick Screen
- h) Culturagram and Eco-Map forms
- i) Quarterly Progress Reports

These forms shall be created by DCJ.

Contract agencies shall participate in any tracking system employed by DCJ.

Data collection and reporting needs may change. Changes shall be negotiated between the contract agencies and DCJ.

2.7.8 Exit from Program

There is no set length of stay for CHI Probation, and the end of probation does not dictate closure. The contract agencies will continue to work with youth and families after probation ends. Exiting the CHI Probation Program is based on two things: either the youth and family are meeting their developmental goals and are graduating from the program, or the youth and family have been non-responsive to services.

The typical length of engagement in the CHI Early Intervention and Diversion Program is three to four months. Case staffings occur monthly and an approved extension is required for youth who need to remain in the program for any time after three months after the initial referral to JSD.

Youth participating in the CHI Gang Prevention Program shall receive services for up to six months.

2.7.9 Contract Monitoring

The contract agencies shall fully cooperate with the County's contract monitoring, quality improvement and program evaluation activities. This includes making available all data/information the County deems necessary for those processes. The Contract shall be monitored through a number of means including:

- a) Site Reviews: DCJ staff may schedule on-site visits to review agency compliance with the contract. Site visits are usually scheduled with the contract agency but may be conducted without notice.
- b) Technical Assistance: DCJ staff may offer training and/or assist programs with design of the services.
- c) Evaluations/Program Performance: Program performance may be evaluated through other quality assurance/evaluation processes. The mechanism and process for evaluating program performance will be developed and implemented by DCJ staff.
- c) Fiscal Compliance: County fiscal compliance reviews may be conducted to ensure that financial records, systems, and procedures conform to Generally Accepted Accounting Principles (GAAP) and are in compliance with all County and State audit and accounting requirements.

2.7.10 General Administrative Requirements, Expectations and Compliance

- a) The contract agency shall meet with designated County staff, when necessary, to conduct program development, modify referral procedures, address general service delivery issues and resolve any interagency and/or operations problems.
- b) The contract agency shall provide services in a manner that demonstrates a sensitivity and understanding of the client's cultural background, criminality, developmental stage and gender and must be able to serve deaf/hearing impaired and non-English speaking clients.
- c) The contract agency shall maintain a file for each client served that minimally contains a release of information form, potential identifying information and a summary of client's progress while in the program. The contract agency shall maintain this file for a minimum of one year from the date the report was completed or longer as provided by law or regulation.

In the event a client receiving services under this Contract becomes non-compliant with probation rules or any rules the contract agency has in place for clients receiving services, the contract agency shall consult

with the DCJ JCC and Parole Officer (PPO) assigned to that client in a timely manner. The contract agency and the JCC/PPO shall then work together to develop a plan to assist the client in regaining compliance with the contract agency's rules.

2.8 FISCAL REQUIREMENTS AND REPORTING

It is the expectation that the contract agencies will follow GAAP for financial accounting, reporting and audit purposes. The types of financial reporting needed by the contract agency will be negotiated at the time of contract award.

County may conduct fiscal compliance reviews, as needed, to ensure financial records, systems and procedures conform to GAAP and are in compliance with all County and State audit and accounting requirements.

2.9 PERFORMANCE MEASURES/PERFORMANCE CONTRACTING

Service operations will be monitored and evaluated by the DCJ Research and Planning (RAP) unit. Performance measures shall be reviewed regularly and revised or changed as needed. This shall be collaborative between County and the contract agencies.

Outcomes at Exit

The first year of the contracts will be used to establish a baseline percentage for the following:

- a) Percentage of youth without a new criminal referral while enrolled for more than three months
- b) Percentage of siblings not receiving a new criminal referral while enrolled in program
- c) Percentage of youth not committed to a correctional facility
- d) Percentage of youth who graduated or finished GED
- e) Percentage of youth enrolled in school, GED program, post-secondary education, job training, or employed
- f) Percentage of siblings enrolled in school, GED program, post-secondary education, job training, or employed
- g) Percentage of youth who have established at least one relationship with a positive, caring adult outside the CHI program
- h) Percentage of siblings who have established at least one relationship with a positive, caring adult outside the CHI program
- i) Percentage of youth who improved on at least one youth matrix scale
- j) Percentage of families who improved on at least one of the matrix family scales
- k) Percentage of youth and families provided health education
- l) Percentage of youth who received a new criminal referral after 6 months of mentoring (only applies to those youth matched with a mentor)
- m) Percentage of youth who engage in CHI Early Intervention and Diversion services (successfully complete a service plan, make progress on a service plan or have confirmed supports in place at home)
- n) Percentage of youth engaged in CHI Early Intervention and Diversion services who received a new referral after 6 months
- o) Percentage of youth engaged in CHI Gang Prevention services who do not receive a referral to the juvenile justice system
- p) Percentage of youth engaged in CHI Gang Prevention services who do not become gang involved

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

Through this RFPQ process, the County will award multiple contracts. Award, as determined by the County, will be made to the responsible Proposers whose Proposals the County determine are most advantageous to the County based on the evaluation process and evaluation factors described in this RFPQ.

Multnomah County strongly encourages the participation of Minority-Owned, Women-Owned, and Emerging Small Businesses and Organizations in providing these services.

2.11.1 CONTINUOUSLY OPEN PROCUREMENT AND ALLOCATION PROCESS

This is a formal, competitive, Request For Programmatic Qualifications (RFPQ) process as provided for under the authority of PUR-1. No contracts will be issued as a result of this RFPQ process. Our intent is to establish pools of qualified vendors who will be eligible for potential contract awards. There is no limit on the number of vendors that may be qualified under this RFPQ process.

NOTICE: This will be a continuously open procurement process – that means that this RFPQ will be open to receive proposals from interested vendors beyond the initial closing date. No proposals will be accepted or evaluated in the final year of this RFPQ.

Initial Qualification Process. Proposals submitted from May 19, 2017, to the RFPQ's initial closing date at 4:00 PM on June 21, 2017, will be evaluated and qualified vendors will be placed in the appropriate vendor pool and be eligible for funding allocations through the allocation process detailed below.

Follow-on Qualification Process. Proposals received after the initial closing date (June 21, 2017) will be held by Purchasing. Every year on the anniversary of the initial closing date at 4:00 PM (or on the next business day if the anniversary date falls on a County non-business day), Purchasing will furnish any received proposals to an evaluation team for review and potential addition to the established qualified vendor pool. The same criteria used to establish the qualifications of the initial pool of vendors will be used in determining the qualifications of any new proposals received after the initial closing date. Those vendors who are found qualified will be added to the existing vendor pool and will be eligible to receive funding allocations as determined by the Department of Community Justice via their periodic allocation process. No proposals will be accepted nor evaluated from vendors after 4:00 PM on the fourth annual anniversary of the RFPQ closing date (or on the next business day if the anniversary dates falls on a County non-business day). Vendors that do not successfully qualify in the initial or a subsequent qualification process have the ability to submit a new, revised proposal for a follow-on qualification process. We anticipate doing an evaluation of any newly received proposals on an annual basis..

ALLOCATION PROCESS. Entirely separate from this qualification process, the Department of Community Justice will initiate and award requirements contracts to those qualified providers who demonstrate the desired experience, skills, proficiency, certifications, and area of specialty that will best meet and match the needs of the Community Healing Initiative (CHI). The Department of Community Justice 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 a formal one, requiring the Department of Community Justice to document their findings and determinations in writing that lead to specific funding allocations or to the continuation of funding allocations. Vendors 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:

- a) County and Department strategic priorities
- b) Overall system of care needs and deficiencies
- c) RFPQ proposal information and evaluation input from the RFPQ raters
- d) Provider/system stability
- e) Provider experience
- f) Number and type of funded slots/beds
- g) Funder-imposed requirements or restrictions (i.e. non-profit, designated vendor, etc.)
- h) Specific population coverage
- i) Services provided in client's native language
- j) Geographic service coverage
- k) Coverage of specific treatment modalities
- l) Customer feedback (Clients, referral sources, etc.)
- m) Ability to leverage additional funding
- n) Client needs (including psychological needs) and trends
- o) Provider economy of scale
- p) Past performance (recidivism rates, engagement, etc.)
- q) Certification status
- r) Extent of provision of like services by any one agency
- s) Other factors as deemed appropriate by the funding allocation team

Since the allocation process considers a variety of factors, funding may go to qualified Proposers who did not earn the highest overall RFPQ qualification 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 the Flex Fund Committee 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 the Department of Community Justice, Department of Community Justice 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

The contracts awarded from this solicitation will be "fixed term" or "fixed term with options", which means the contract term will generally be five years in length. There may be a case in which the contract award will be one year; however, there will be an option to renew for up to four additional years or four one year periods depending upon continued need for services, funding availability and service performance.

2.13 COMPENSATION AND METHOD OF PAYMENT

The contract agencies shall be paid on a cost reimbursement basis for the following: personnel, auxiliary services and contractual service expenditures. The contract agencies shall include with their invoice an itemization/breakdown of expenditures, which will include dates, service description, and name of client(s) receiving goods/services.

2.14 COOPERATIVE PURCHASING

Not applicable for this solicitation.

2.15 INSURANCE REQUIREMENTS

The Proposers awarded Contracts as a result of this RFPQ will be required to provide the insurance described in Exhibit 2 of the attached Multnomah County Services Contract.

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. Final insurance requirements will be subject to negotiation between, and mutual agreement of, the parties prior to contract execution.

Minimum insurance requirements:

Type of Insurance	Amount	Per Occurrence	Aggregate
Commercial Gen Liability	\$1,000,000	\$1,000,000	\$2,000,000
Commercial Auto Liability	\$1,000,000	\$1,000,000	\$2,000,000
Workers Compensation	\$500,000	\$500,000	\$500,000
Sex Abuse/Molestation	\$1,000,000	\$1,000,000	\$2,000,000

PART 3 – PROPOSAL QUESTIONS AND EVALUATION CRITERIA

3.0 PROPOSAL EVALUATION AND SCORING

Evaluation of proposals received in response to the RFPQ will be conducted comprehensively, fairly and impartially. Structured quantitative scoring methods 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 composed of individuals with experience in, knowledge of, and program responsibility for program service and financing.

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 the proposals. 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. The award will be made to the highest scoring proposal based on the written proposals.

3.1 PROPOSAL QUESTIONS INSTRUCTIONS

All Proposers must complete the questions under Section 3.2. Proposers failing to achieve 70% of the total points will not be considered further for an award under this procurement.

Example: Proposer A submits a proposal and receives the following Section 3.2 scores from the three evaluators:

Rater A:	78 Points
Rater B:	81 Points
Rater C:	60 Points
Total Points:	219 Points

(Minimum necessary: 100 possible points x 3 evaluators x 70% = **210 Points**)

As a result, Proposer A has met the minimum requirements to provide these services, since their total point score of 219 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 considered further for an award under this RFPQ.

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

Section	DESCRIPTION	Points Possible
	Experience and Services	
3.2.1	Demonstration of Ability to Provide Culturally Responsive or Specific Services	30
3.2.2	Staff Description	20
	Program Services	
3.2.3.1	Program Delivery	20
3.2.3.2	Community Resources Experience	15
3.2.3.3	Community Cultural Experience	20
3.2.3.4	Performance Measures	15
3.2.3.5	Staff and Leadership training	10
3.2.4	Budget	20
	Responsible Business Practices	
3.2.5	Environmental Considerations	20
3.2.6	Social Equity	20
3.2.7	Economic Impacts and a Healthy Workplace	10
	Total Points Possible	200

3.2 PROPOSAL QUESTIONS

3.2.1 DEMONSTRATION OF ABILITY TO PROVIDE CULTURALLY RESPONSIVE OR SPECIFIC SERVICES **30 points possible**

Describe how long your agency/organization has been delivering these services, particularly as it relates to the target programs and populations that your firm selected on the Cover Page, **Attachment 3**.

Describe any contracts your agency has had with any organization(s) for these services within the last two years and your experience providing these services. Include in your description any challenges, successes, and any program development or service-delivery issues you have experienced. Include any corrective action measures that had to be taken, if applicable, to comply with those contracts. What key strengths, resources and/or abilities does your agency/organization have that it can bring in providing these services? If your agency/organization is new to this service area, describe your capacity and capability to deliver the required services and your plan to be fully competent and functioning as a service provider by the time of contract execution.

Evaluation Criteria:

For Proposers currently contracting with other organizations:

- *Has a strong history of providing these services to a juvenile justice system or working with gang-affected and at-risk youth.*
- *Describe a comprehensive program that sufficiently meets the department's needs and demonstrates capability and competence in providing the services proposed.*
- *When applicable, and/all corrective measures have been thoroughly addressed and remedied to re-establish compliance to the existing service contracts.*

For new Proposers who have not previously provided these services:

- *Describes a credible plan and timeline that would be fully functional and capable of delivering these services at the time of contract execution.*
- *Describe direct and indirect experience and competence in providing the levels and variety of services proposed.*

3.2.2 STAFF DESCRIPTION

20 points possible

Describe the duties and qualifications (e.g., education, training, experience, licensure/certification/accreditation) of key staff positions that will be directly involved with the delivery of these services. Describe the administrative management supervision structure of your agency/organization as it relates to the operation of these services and discuss any existing operational policies and procedures you have developed and would use to effectively deliver these services. Describe how staff is supervised to ensure competency and appropriate delivery of service is being performed. Include in your description how staff problems are resolved and corrective action taken. Describe any training provided to staff to strengthen skills and personal development.

Evaluation Criteria:

- *Proposer recognizes the appropriate level of qualifications, required skills, duties, education, training, experience and certifications that are necessary and essential for the program staff to deliver services effectively and competently.*
- *Demonstrates the proper administrative and management structure necessary to operate an effective program by describing measures that develop and maintain a strong communication flow between management and staff and provides guidance, direction and oversight that contributes to effective and efficient delivery of service.*
- *Describes the policies and procedures in place that support the provision of high-quality services which in turn support the goals and values of the system.*
- *Describes a suitable supervision policy and practice that ensures personnel quality standards and provides reasonable mechanisms for addressing and correcting staff issues.*
- *Describes the qualitative value of well-trained staff and describes how, what type and the frequency of training that will be implemented.*

3.2.3 PROGRAM SERVICES

3.2.3.1 Program Delivery

20 possible points

Explain how your agency proposes to deliver the services described in this solicitation. Include in your description a schedule of events, the program structure that facilitates service delivery, and the types of activities and services a youth would typically expect to receive while placed in your program.

Evaluation Criteria:

- *Proposer demonstrates their ability to provide the requested services. Service delivery is sufficiently flexible to accommodate the individual and varying needs of the youth and families. The proposed schedule of activities, events and services demonstrates a well-organized and broad spectrum of services that would keep youth engaged, address both individual and group needs, are supported by emerging, best practice or evidence-based research, and provide the needed programmatic, social and interpersonal supports that would assist youth in their progress toward a successful outcome.*
- *Proposer provides detailed schedule that includes the program structure*
- *Proposer provides detailed activities and services a youth would typically expect to receive while placed in the program*

3.2.3.2 Community Resources Experience

15 possible points

Describe your experience working with and/or accessing community resources, supports and agencies that may be assisting these youth. This would include resources such as: schools, community-based service/treatment providers, civic organizations, volunteer, faith-based, or County/State agencies.

Evaluation Criteria:

- *Proposer recognizes the importance of having strong working relationships with community resources and agencies in order to maximize efforts and marshal additional resources that would be beneficial*

to the youth. There is a strong emphasis on developing and continuing to partner with a broad range of agencies, including governmental, civic, volunteer, faith-based and community-based organizations.

- *Proposer provides experience accessing community resources*
- *Proposer lists examples of available programs throughout the community youths will be involved in*

3.2.3.3 Community Cultural Experience

20 possible points

Describe how you tailor your organization's services to meet the culturally specific needs of individuals and the community. Please provide specific examples, including a description of how you worked with specific communities you serve and how your agency used that learning to inform future services and staffing.

Evaluation Criteria:

- *Proposer demonstrates a high degree of awareness of cultural elements that include but are not limited to: family structure and roles, trust dynamics /distrust of systems, traditional parenting practices, health and safety beliefs/practices, immigration dynamics, religious beliefs, etc.*
- *Demonstrates how programming is designed and developed starting from the values, behaviors, norms and worldviews of the populations it serves, and the programming retains structural, cultural and linguistic elements specific to the culture of the communities served.*
- *Demonstrates that cultural adaptations are supported by organization leadership and are used to inform future policies and practices.*

3.2.3.4 Performance Measures

15 possible points

How will you accomplish the proposed goals and performance measures that are stated in section **2.9 Performance Measures/Performance Contracting**? Describe any other goals or performance measures you would hope to achieve through your agency's program.

Evaluation Criteria:

- *Proposer provides a description on how they will achieve the proposed goals and performance measures that is reasonable and logical.*
- *Proposer provides examples of issues that has a successful outcomes.*
- *Proposer provides performance measures that includes current achievements (if any).*

3.2.3.5 Staff and Leadership training

10 possible points

1. Describe how your staff is supervised to ensure competency and appropriate delivery of service is being performed. Include in your description how staff problems are resolved. Describe training provided to staff to strengthen communication and performance within the culturally specific area.
2. Provide names and roles of staff member within the Proposer's firm that will be involved with services. Describe each person's qualifications, provide resumes or curricula vitae (CV) for each individual. Label Resumes or CVs as **Attachment 4**, Resumes (resumes or CV are limited to one page per person, this attachment is not counted towards overall page limit).

Evaluation Criteria:

- *Demonstrates commitment to a highly skilled and experienced workforce by describing a robust recruitment, hiring and leadership development practices including, but not limited to, screening for community and/or lived experience; requirements for professional and personal references within the community; training standards; professional development opportunities and performance monitoring.*
- *Provides resumes of staff showing appropriate experience with targeted groups that includes years with agency and position title*
- *Proposer provides appropriate and relevant training requirements that addresses culturally specific populations*

3.2.4 BUDGET

20 points possible

Describe and detail your budget for the work to be completed under this contract. Itemize costs by category including cost details (e.g., staffing hours and costs and other expenses). Clearly link listed expenses to your project approach and plan. Please attach a budget on your own format and label as **Attachment 5**.

Evaluation Criteria:

- *Proposer provides detailed outlined budget*
- *Clearly shows where in the project the proposer intends to expend resources.*
- *Proposer clearly outlines the efficient allocation of vendor resources to provide high quality services to the County at a low cost.*

RESPONSIBLE BUSINESS PRACTICES

Our vendors are an integral part of the societies and communities in which they operate. Their influence extends to the employees they depend upon, the environment from which they draw their resources and the marketplace in which they participate. Multnomah County seeks to conduct business with vendors who demonstrate responsible business practices through sustainable innovations. We are focused on the triple bottom line of sustainability; Environmental Considerations, Social Equity and Economic Impact. The Triple Bottom Line provides a framework for all of us to work together to create a stronger community with the goods and services we oversee.

The County has an interest in measures used by its vendors to ensure sustainable operations with minimal adverse impact on the environment. The County seeks to do business with vendors who demonstrate community and environmental stewardship along with workplace diversity.

3.2.5 ENVIRONMENTAL CONSIDERATIONS

20 points possible

Please describe your energy management plan to reduce energy needed or efficiently use energy. Please describe how you purchase any other materials with energy efficiency as a consideration? Provide the details of your energy conservation efforts in the form of metrics, practices, and/or processes.

Evaluation Criteria:

- *Proposer explains how much water and energy is conserved along with waste minimization and toxic reductions.*
- *Proposer provides examples of energy conservation methods they have taken to minimize impacts on the environment*
- *Proposer has a recycling plan that includes items that are difficult to recycle (e.g. electronics).*
- *Proposer presents purchasing practices that include green products such as products made of recycled products, high efficiency bulbs, and green cleaning products*

3.2.6 SOCIAL EQUITY

20 points possible

The County is committed to extending contracting opportunities to businesses that demonstrate social equity in the areas of workforce diversity, utilization of State of Oregon certified Minority, Women and Emerging Small Businesses (MWESBs), business practices, and health insurance and other benefits for employees. In order to promote economic growth, the County seeks to maximize the participation of diverse consultants, partners, contractors, and suppliers throughout the duration of the project. Ten percent (10%) of the total possible points to be awarded in this solicitation have been assigned to the Social Equity criteria below.

Describe in detail the efforts and activities undertaken by your organization to create economic and social benefits for current or future generations. In addition describe in detail your cultural competency, culturally responsiveness and diversity training. Describe the expectations of recruited staff taking training to ensure the delivery of services are culturally responsive to the community receiving the services. Please provide specific examples.

Evaluation Criteria:

- *Proposer describes efforts or activities such as volunteering, donations, sponsorships, economic and social development participation, youth and community organization participation, scholarships, or other community capacity building activities.*
- *Proposer includes their plans, outcomes, and ongoing evaluation of cultural competency, cultural responsiveness, and diversity training and expectations for staff recruitment.*
- *Describes how evaluation of services and revision of training can assist in better outcomes for the community being served.*
- *Proposer provides evaluation examples and training requirements to meet the community needs*

3.2.7 ECONOMIC IMPACTS AND A HEALTHY WORKPLACE 10 possible points

The County values the community as a whole and calls out those providing and receiving services **should have a positive economic impact from the delivery of services that is long term and positively changes our hierarchical systems to incorporate those who are most affected by inequities.**

It is the County's desire to create full and equal access to opportunities for all people that enable them to attain their full potential. We pay particular attention to the development of income and wealth for communities most affected by inequities.

Describe your effort to create a safe and comfortable environment for your clients? Is your office located in area where it's convenient to take public transportation? Do you encourage a healthy workplace with healthy eating, anti-tobacco policies and resources, exercise, flexible work schedules, and compensation that includes professional development opportunities? Do you provide health insurance and/or other benefits for employees (e.g. retirement, EAP, disability insurance)?

Evaluation Criteria:

- *Proposer describes their organization as current on their policies.*
- *Allows all levels of the organization to build the policy and enforce the procedure.*
- *Proposer provides examples of policy and procedure updating*
- *Proposer describes efforts to create a healthy workplace (healthy food, exercise. anti-tobacco policies).*
- *Proposer discusses access to public transportation.*
- *Proposer offers meaningful strategies to support economic development for their employees, such as health insurance, flexible work schedules, and compensation for professional development.*

PART 4 – INSTRUCTIONS FOR SUBMITTING PROPOSALS

4.0 JOINT PROPOSALS

The County will consider joint proposals from new and existing providers. Joint proposals may take the form of partnerships, general contractor/subcontractor arrangements or entities formed by new and existing providers. If any such arrangement is proposed, a draft written memorandum of understanding between the parties to must be submitted with the Proposal setting forth the business and service delivery agreements between the parties.

4.1 MULTIPLE OR ALTERNATE PROPOSALS

Multiple or alternate proposals shall not be accepted.

4.2 PROPOSAL INSTRUCTIONS AND CONTENT

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 should be numbered. Margins should be at least ½ inch on all sides. Font size can be no smaller than 10. 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 20 pages. This equates to not more than 10 sheets of paper that are printed on each side, or 20 pages printed on only one side.

4.3 MAXIMUM PAGE LIMIT

The total number of pages, excluding required attachments, must not exceed 20 pages. Attachments and supporting documents not specifically required 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. Unless otherwise specified, pages exceeding the standard page size of 8.5" x 11" will be counted as two or more pages, depending on the actual size of the page.

4.4 PROPOSAL CONTENT

Proposers must respond to all the questions listed under Part 3, Section 2 – Proposal Questions and Evaluation Criteria. For each item, restate each the question 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. You do not have to include the evaluation criteria.

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 of the proposal to: Multnomah County Purchasing, 501 SE Hawthorne

Blvd., Suite 125 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 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 shall 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 date and time on the cover sheet.
2. **Proposer Representations and Certifications**
All Proposers are to submit a SIGNED Proposer Representations and Certifications [Attachment 1], and it will not count against the total page limitation. Failure to sign a completed Proposer 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 shall result in cancellation of the contract.

1. Proposers must be legal entities, currently registered to do business in the State of Oregon (per ORS 60.701).
2. Proposers must submit verification that all insurance requirements are met.
3. Proposers must have a completed Pre-Award Risk Assessment (Section 1.20) if federal funds are used for this procurement.

4.9 PROPOSER CHECKLIST AND SUBMITTALS

Item:	Description	Page Referenced
1	Attachment 1 Proposers Representations and Certifications form	32
2	Proposal Question and Responses Section 3.2	25
3	Attachment 3 Cover Page	51
4	Attachment 4 Resume	27
5	Attachment 5 Budget	28

ATTACHMENT 1
PROPOSER REPRESENTATIONS AND CERTIFICATIONS

FAILURE OF THE PROPOSER 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.

PROPOSER NAME: _____

ADDRESS: _____ City, State, Zip

TELEPHONE NO: _____

STATE OF INCORPORATION: _____ DATE OF INCORPORATION: _____

BUSINESS DESIGNATION: ☐ Corporation ☐ Sole Proprietor ☐ Partnership
☐ S. Corporation ☐ Non-Profit ☐ Government
☐ Other: _____

OREGON MWESB CERTIFICATION NUMBER: _____
☐ Minority Owned ☐ Woman Owned ☐ Emerging, Small ☐ N/A

ASSURANCES - The Proposer attests that:

1. The person signing this offer has the authority to submit an offer and to represent Proposer in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Proposer 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 certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, in accordance with ORS 279A.110;
4. "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);
5. Any false statement may disqualify this offer from further consideration or because of contract termination; and
6. The Proposer 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 Proposer 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.

7. Compliance with Tax Law. Contractor shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state including, but not limited to ORS 305.620, and ORS chapters 316, 317, and 318. Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which County may terminate the contract and seek damages and other relief available.

CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a Contractor or Consultant (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to Multnomah County; or the Contractor’s or Consultant’s objectivity in performing the Work would or might be otherwise impaired. The Proposer certifies to the best of its knowledge and believe that neither it nor any of its principal participants and agents:

1. Has any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.
2. Has or has had the following relationships with the specific firm(s)/individual(s), identified below, which may be determined to be an organizational conflict of interest. I understand that based on the information provided by Proposer, Multnomah County may exclude the Proposer from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. Proposer further certifies that the degree and extent of the relationship of the Proposer with these named firm(s)/individual(s) have been fully disclosed below.

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

SIGNATURE OF AUTHORIZED PERSON

Signature: _____ Date: _____

Print Name & Title: _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____

MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: [insert contract number]

This contract ("Contract") is between MULTNOMAH COUNTY ("County") and [insert contractor name] ("Contractor"), referred to collectively as the "Parties."

CONTRACTOR ADDRESS: [insert]

CITY, STATE, ZIP: [insert]

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 all Parties have 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 the following Standard Terms and Conditions and the terms and conditions contained in the following attached documents:

[Guidance: Below is the recommended format for detailing any exhibits to the contract. Exhibits 1-11 are established and may not be re-numbered/re-named. Exhibit name and number indicated below must match the name and number on the corresponding exhibit. Exhibits not used and out of sequence must be noted as intentionally omitted.]

Exhibits

Exhibit Number	Description
1	Statement of Work, Compensation, Payment, and Renewal Terms
2	Insurance Requirements
3	Certification Statement for Corporation or Independent Contractor
4	Worker's Compensation Description Certificate
5	NOT USED
6	Invoice/Budget Forms
7	Criminal History Background Authorization
[Insert As Needed]	[Insert additional exhibits as needed]

Attachments

[Guidance: Below is the recommended format for detailing any attachments to the contract. Attachment F and Attachment H-1 through H-3 are established County wide attachments, and may not be re-lettered/re-named. If a HIPAA attachment is required for your contract select the correct attachment H and remove the references to the other attachments Attachment name and letter, indicated below, must match the name and letter on the corresponding attachment.]

Attachment Letter	Description
F	Post Federal Award Requirements Standards
H-1	HIPAA Business Associate Agreement
H-2	HIPAA Joint Business and 42 CFR Part 2 Agreement
H-3	HIPAA Qualified Service Organization Agreement
[Insert As Needed]	[Insert additional attachments as needed]

MULTNOMAH COUNTY SERVICES CONTRACT**Contract Number: [insert contract number]****CONTRACTOR SIGNATURE**

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

Signature: _____

Title: _____

Name (print): _____

Date: _____

MULTNOMAH COUNTY SIGNATURE

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

County Chair or Designee: _____

Date: _____

Department Director Review (optional):

Director or Designee: _____

Date: _____

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: _____

Date: _____

SAMPLE

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 section 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 section 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 unexpended 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 sections 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 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 these laws including, without limitation ORS 279B.020 and the following:

- a. Pursuant to ORS 279B.220, Contractor shall (1) make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Work provided for in the Contract; (2) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the Contract; (3) not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and (4) pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- b. Pursuant to ORS 279B.225, Contractor shall, if providing lawn and landscape maintenance services, shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- c. In accordance with ORS 279B.230, Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of paying or paying for the services. All subject employers working under the Contract warrant they are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- d. Pursuant to ORS 279B.240, Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The laborer shall be paid at least time and a half pay when: (i) overtime is in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; (ii) overtime is in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (iii) Work performed on Saturday and any legal holiday specified in a collective bargaining agreement or ORS 279B.040. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 203-207 from receiving overtime.

11. **Compliance with Tax Law.** Contractor shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of the state or a political subdivision of this state including, but not limited to ORS 305.620, and ORS chapters 316, 317, and 318. Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which County may terminate the contract and seek damages and other relief available.

12. **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 section. 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.

13. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
14. **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.
15. **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.
16. **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.
17. **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 the 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.
18. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, ethnicity, 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 subcontract requiring subcontractors to comply with the requirements of this clause.
19. **EEO Compliance.** Contractor agrees that if, at any time under the term of this Contract, it has employees and will earn more than \$75,000 as a result of this Contract, Contractor will not:
- 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;
 - Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
 - Coerce the political activity of any person;
 - Deceive or willfully obstruct anyone from competing for employment;
 - Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
 - 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.
20. **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 a portion of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.
21. **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.
22. **Protection Against Loss or Damage.** 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 affirmatively accepted Contractor's Work.
23. **Federal Funds Subrecipient.** The Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per CFR200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331 (see Attachment F). If this Contract is a subaward (making Contractor a subrecipient of Federal funds), Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

CFDA #	Program Title	Program Amount
[enter number or not applicable]	[enter title or not applicable]	[enter number or not applicable]

24. **Fiscal Requirements.** Contractor agrees to the following requirements if a Federal Funds Subrecipient:

- a. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Part 200), Oregon Administrative Rules, County financial procedure in the *Countywide Contractor's Fiscal Policies and Procedures Manual* located at: <http://web.multco.us/finance/fiscal-compliance>. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities, and equities consistent with the Generally Accepted Accounting Principles, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by the Contractor under this Contract shall be accessible to County upon request.
- b. Contractor shall be subject to a County fiscal compliance review to monitor compliance with the County's financial reporting and accounting requirements. The review shall be completed periodically as described in the *Countywide Contractor's Fiscal Policies and Procedures Manual*. If Contractor's corporate headquarters are out of state, Contractor agrees to pay travel costs incurred by County to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
- c. Contractor, if it is a state, local government or non-profit organization and a subrecipient of Federal funds, shall meet audit requirements of Office of Management and Budget (OMB) Uniform Administrative Requirements "Audits of States, Local Governments, and Non-Profit Organizations" (2 CFR Chapter I, Chapter II, Part 200), Subpart F (formerly OMB Circular A-133 December 25, 2014 and earlier).
- d. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings) the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and ruled promulgated by other Federal, State, and local government agencies with jurisdiction over Contractor. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.
- e. Limited Scope and Full Audits, including the Management Letter associated with the audit, if issued, and all specifications identified in the County's *Fiscal Policies and Procedures Manual* shall be submitted to the County within thirty (30) days from the date of the report, but in no event later than nine (9) months after the end of the Contractor's fiscal year. Failure to submit required audits and Management Letters by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.

DEPARTMENT OF COMMUNITY JUSTICE TERMS AND CONDITIONS

1. **No Religious Content.** Materials disseminated in any of the programs or services funded under this Contract shall not contain any religious content. The language of this section is not intended to abridge a client's individual right to exercise freedom of religion or speech.
2. **Record Confidentiality.** CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.
3. **Corrective Action.** In addition to the remedies in Paragraphs 5 (Early Termination) and 7 (Remedies) above, if County finds Contractor not in compliance with contract conditions, or identified program deficiencies, County may issue a written corrective action plan. If Contractor fails to complete the terms of its corrective action plan, County may, upon written notice to Contractor, impose sanctions, including, but not limited to, withholding funds, disallowance of costs, suspension of payments, or immediate termination of the Contract.
4. **Change in Staffing.** CONTRACTOR shall submit written notification to COUNTY of any change in staffing in the following positions: Executive Director, Program Manager, Clinical Supervisor, Chief Financial Officer and any position that may be assigned as a contract liaison. This notification must occur within 30 days of such a change. This notification will include relevant details of the change (e.g., which position, name of new staff, status [interim or permanent]), plans for replacement if a vacancy is created, or the plan for restructuring the service delivery if there are no plans to fill the vacancy.
5. **Restrictions on Hiring.** No individual currently under juvenile or adult probation, parole, or post-prison supervision may perform services on any DCJ contracted program, whether directly or indirectly. If CONTRACTOR currently employs a person under such supervision or is considering hiring an employee under supervision, CONTRACTOR may request an exemption from the restriction through the Informal Dispute Resolution Process described in Section 8 herein.

For Sections 6, 7, and 8, contact information is as follows:

Deputy Director
Department of Community Justice
15 Hawthorne Blvd., Suite 250
Portland, OR 97214
Telephone: (503) 988-3701
Fax: (503) 988-3990

6. **Cooperation with the Media.** If CONTRACTOR is contacted by the media for information regarding services and/or clients served under this Contract, CONTRACTOR is required to notify the **Deputy Director** (contact information provided above) who will determine and coordinate the appropriate response.
7. **Critical Incident Reporting.** CONTRACTOR shall notify the Deputy Director (contact information provided above) by telephone within the same working day of a critical incident. If the incident occurs after normal business hours or on a holiday or weekend, the report is to be made on the next business day. A written report shall be submitted within three (3) business days of the incident. The initial phone call shall be made to and the subsequent written report shall be sent to the Deputy Director.

A critical incident is defined as:

- a. any event likely to elicit heightened public interest or litigation;
- b. an incident that punishes, endangers, or otherwise harms a consumer as a result of staff action or inaction;
- c. the death of a client;
- d. a suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client;

- e. criminal charges brought against a staff member or subcontract staff member involving a client;
- f. professional misconduct by a staff member or subcontract staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is at variance with the explanation;
- g. a medication error which results in a client death, serious injury, or hospitalization;
- h. actions by a client that result in the death or serious injury of another person; and
- i. any incident deemed by CONTRACTOR to be of a critical nature.

The Deputy Director shall determine the appropriate follow-up. CONTRACTOR shall fully cooperate in any fact-finding inquiry that may be conducted.

8. Informal Dispute Resolution. The parties shall use the following procedure if CONTRACTOR has complaints or concerns regarding this Contract:

CONTRACTOR may contact COUNTY to informally discuss CONTRACTOR'S complaints or concerns.

If the matter remains unresolved after the informal discussion, CONTRACTOR may submit a letter or other documentation to COUNTY'S designee as specified herein setting forth CONTRACTOR'S complaints or concerns. Within 10 days of receiving CONTRACTOR'S letter, COUNTY shall contact CONTRACTOR and attempt to resolve the matter. The COUNTY's designee is the **Deputy Director** (contact information provided above).

If the matter remains unresolved CONTRACTOR may submit a letter or other documentation to the department director setting forth CONTRACTOR'S complaints or concerns. The department director or the director's designee shall contact CONTRACTOR promptly and attempt to resolve the matter.

If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties.

Nothing in this paragraph shall affect either party's rights or obligations under paragraph 5.

9. Inflationary Adjustment. If County decides to provide an inflationary adjustment that increases the original contract amount, County will notify Contractor of the increase by written memorandum. The memorandum will identify the amount of the increase, the effective date, and the new contract amount. The purpose of the inflationary adjustment is to address service cost escalation and not an expectation of increased service. Any monetary changes to the contract compensation, other than an inflationary adjustment, will be incorporated by amendment.

MULTNOMAH COUNTY SERVICES CONTRACT**Contract Number: [insert contract number]****EXHIBIT 1: 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 \$[enter total amount].**
 3. **Contractor shall be paid for Work on the following basis:**
 4. **Invoices must be billed to Multnomah County and contain the following information [optional]:**
 - a. Invoice number and invoice date,
 - b. Vendor name and address,
 - c. Multnomah County contract number,
 - d. Description of goods and/or services delivered,
 - e. Detail units of measure, price per unit, extended amount per line item,
 - f. Total invoice amount.
 5. **Contractor shall submit invoices for Work as follows:**
[Enter information]
 6. **In addition to the payment provided for in Section 3, County will pay expenses on the following terms and conditions:**
[Enter information]
 7. **The Contract may be renewed on the following basis [optional]:**
[Enter information]
- Program Performance Measures**
8.
 - a. **CONTRACTOR will track, at a minimum, the performance measures identified below and detailed in program instructions prepared by COUNTY and incorporated into this Contract by reference. CONTRACTOR will document and report this data to COUNTY as described in Section B.3. "Reporting Requirements".**
 - b. **CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/ service outcomes, satisfaction surveys, or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.**

EXHIBIT 2
MULTNOMAH COUNTY SERVICES CONTRACT
Contract No. 440000
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. If Contractor does not have coverage, and claims to be exempt, attach Exhibit 4 in lieu of Certificate. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage. ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its sub-contractors, agents, officers, or employees performance under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000. The aggregate limit can be met with Excess/Umbrella Liability coverage.

☒ If this box is checked the limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

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

Commercial General Liability insurance with coverages satisfactory to the County, 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. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). The aggregate limit can be met with Excess/Umbrella Liability coverage.

☒ If this box is checked the limits shall be \$1,000,000 per occurrence and \$3,000,000 in annual aggregate.

☐ If this box is checked the State of Oregon shall also be named as an Additional Insured.

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

Commercial Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.

☐ If this box is checked the limits shall be \$X,000,000 per occurrence.

☐ If this box is checked the State of Oregon shall also be named as an Additional Insured.

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

Sex Abuse/Molestation 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. Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

☒ Required by County

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 deductibles and retentions. Contractor's coverage will be primary in the event of loss.

Tail Coverage - If any of the liability insurance coverages shown are on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the Contract. If continuous "claims made" coverage is used, Contractor shall keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of Final Acceptance.

Certificate of Insurance Required: Contractor shall furnish a current Certificate of Insurance to the County. Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverages. Contractor shall immediately notify the County of any change in insurance coverage. The Certificate shall also state the deductible or retention level.

The County must be listed as an Additional Insured by Endorsement on any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate shall state the following in the description of operations: "Additional Insured Form (include form number) attached. This form is subject to policy terms, conditions and exclusions." A 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. **Certificate holder should be: Multnomah County Risk Management, 501 SE Hawthorne Blvd. Suite 400, Portland, OR 97214.**

Attachment H-1

Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement

A. General:

For purposes of this Contract, Contractor is County's business associate and will comply with the obligations set forth below and under HIPAA. Contractor and County agree to amend this Contract if necessary to allow County to comply with the requirements of HIPAA and its implementing regulations.

B. Definitions:

Terms used, but not otherwise defined in this Section, will have the same meaning as those terms in 45 CFR 160.103, 164.103, 164.402 and 164.501. A reference to a regulation means the section in effect or as amended, and for which compliance is required.

- *Breach*: as defined in 45 CFR 164.402 and includes the unauthorized acquisition, access, use, or disclosure of Protected Health Information (PHI) that compromises the security or privacy of such information.
- *Designated Record Set*: as defined in 45 CFR 164.501.
- *Individual*: as defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- *Privacy Rule*: the standards for privacy at 45 CFR Part 160 and Part 164, subpart A and E.
- *Protected Health Information (PHI)*: means any information created for or received from County under the Contract from which the identity of an Individual can reasonably be determined, and includes, but is not limited to, all of the information within the statutory meaning of "Protected Health Information" in 45 CFR 160.103.
- *Required by Law*: as defined in 45 CFR 164.103.
- *Secretary*: the Secretary of the U.S. Department of Health and Human Services (HHS) or designee.
- *Security Rule*: the Standards for Security of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subpart A and C.
- *Unsecured Protected Health Information*: PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance rules otherwise defined in 45 CFR 164.402.

C. Contractor's Obligations:

1. Contractor agrees to not use or disclose Protected Health Information (PHI) other than as permitted or required by this Contract or as Required by Law. Contractor further agrees to use or disclose PHI only on behalf of, or to provide services to, the County in fulfilling Contractor's obligations under this Contract, and to not make uses or disclosures that would violate the Privacy Rule if done by County or violate the minimum necessary standard as described below.
2. When using, disclosing, or requesting PHI, Contractor agrees to make reasonable efforts to limit the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request, in accordance with 45 CFR 164.514(d) with the following exceptions:
 - a) disclosures to or requests by a health care provider for treatment
 - b) disclosures made to the Individual about his or her own PHI
 - c) uses or disclosures authorized by the Individual
 - d) disclosures made to the Secretary in accordance with the HIPAA Privacy Rule
 - e) uses or disclosures that are Required by Law, and
 - f) uses or disclosures that are required for compliance with the HIPAA Transaction Rule.
3. Contractor is directly responsible for full compliance with the requirements of the HIPAA Privacy Rule and Security Rule to the same extent as County.
4. Contractor agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Contract.
5. Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR 164 Subpart C.
6. Contractor agrees to immediately notify County of any known or suspected incident or complaint involving PHI, including use or disclosure of PHI in violation of or not provided for by this Contract of which it becomes aware.

7. Contractor shall immediately notify County of a Breach of Unsecured PHI of which Contractor (or Contractor's employee, subcontractor, officer or agent) knows or should have known of through the exercise of reasonable diligence. Contractor's notification to County must:
 - a) Be in writing and provide an individual's contact information if needed for County's follow up communications,
 - b) Be made to County without unreasonable delay and no later than 30 calendar days after discovery of the Breach. A Breach is considered discovered as of the first day on which the Breach is known, or reasonably should have been known, to Contractor, subcontractor of Contractor, or any employee, officer or agent of Contractor, other than the individual committing the Breach,
 - c) Include the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach and the types of PHI involved,
 - d) Include the date of the Breach and date of discovery of the Breach,
 - e) Include description of what Contractor is doing to investigate the Breach, to mitigate loss, and to protect against any further or future Breaches,
 - f) Provide all information necessary for County to notify impacted Individuals under 45 CFR 164.404 without unreasonable delay after Contractor's discovery of the Breach, and
 - g) Provide any and all information, including preparation of reports or notices, needed for County to provide notification required under 45 CFR 164.406 and 164.408, as required or requested by County.
8. Contractor agrees to mitigate, to the extent practicable and without unreasonable delay, any harmful effect that is known to Contractor of a use or disclosure of PHI or Breach of Unsecured PHI by Contractor in violation of the requirements of this Contract or HIPAA.
9. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of County, agrees in writing to the same restrictions and conditions that apply through this Contract to Contractor with respect to such information in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2).
10. Contractor agrees to provide access to PHI about an Individual contained in a Designated Record Set within the time, manner, form and format specified in Individual's County's request as necessary to satisfy the County's obligations under 45 CFR 164.524. If an Individual requests access to information directly from Contractor, Contractor agrees to forward the request to County within 2 working days of receipt. County will be responsible for any denials of requested PHI.
11. Contractor agrees to make any amendments to PHI in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR 164.526 within the time and manner specified in County's request. Contractor shall not respond directly to requests from Individuals for amendments to their PHI in a Designated Record Set. Contractor agrees to forward the request to County within 2 working days of receipt.
12. Contractor agrees to make internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained or received by Contractor on behalf of County available to County or Secretary upon request of County or Secretary, in a time and manner designated by the County or the Secretary for purposes of the Secretary determining County's compliance with HIPAA.
13. Contractor agrees to document disclosures of PHI and information related to such disclosures as required for County to respond to a request by an individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528. Contractor will make available, at a minimum, the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Contractor agrees to implement an appropriate record keeping process to comply with this Section.
14. Contractor agrees to provide County or an Individual, within the time and manner specified in the request from County or Individual, information under Item 13 of this Section, to permit County to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528.
15. Contractor must forward to County within 2 working days of receipt any request for restriction or confidential communications as described under 45 CFR 164.522 received from an Individual. Contractor must process such request in the time and manner as directed by County.
16. If Contractor conducts in whole or part electronic transactions on behalf of County for which HHS has established standards, Contractor will comply and require its subcontractors and agents to comply, with each applicable requirement of the HIPAA Electronic Transactions Rule under 45 CFR Parts 160 and 162 and of any operating rules adopted by HHS with respect to the standard transactions.

D. Termination:

1. Notwithstanding any other termination provisions in this Contract, County may terminate this Contract in whole or in part upon 5 working days written notice to Contractor if the Contractor breaches any provision contained in this Contract and fails to cure the breach to County's satisfaction within the 5 working day period; provided, however, that in the event termination is not feasible County may report the breach to the Secretary.
2. Upon termination of this Contract for any reason, Contractor will extend the protections of this Contract to any PHI that Contractor is required to retain under any provision of this Contract. The terms of this Contract shall remain in effect until all of the PHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI as agreed upon by County, protections are extended to such information, in accordance with the termination provisions in this Section.
3. The obligations of Contractor under this Section D shall survive termination of the Contract.

E. Remedies in Event of Breach: Contractor recognizes that irreparable harm will result to County, and to County business, in the event of breach by Contractor of any of the covenants and assurances contained in this Contract. As such, in the event of breach of any of the covenants and assurances contained in Section C above, County will be entitled to enjoin and restrain Contractor from any continued violation of Section C. Furthermore, in the event of breach of Section C by Contractor, County is entitled to reimbursement and indemnification from Contractor for County's reasonable attorneys' fees and expenses and costs, including notices the County is required to give as a result of any breach of Unsecured PHI, that were reasonably incurred as a result of Contractor's breach. The remedies contained in this Section E are in addition to (and do not supersede) any action for damages and/or any other remedy County may have for breach of any part of this Contract. This provision in Section E shall survive termination of the Contract.

F. Interpretation: Any ambiguity in this Contract shall be resolved in favor of a meaning that permits County to comply with HIPAA and its implementing regulations.

SAMPLE

EXHIBIT 3

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. [Insert Contract Number]

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 Contractor 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 670 (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 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 actively 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.
- ☐ E. CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor
Signature: _____

Date: _____

EXHIBIT 4 MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. [Insert Contract Number]

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 OAR436-50-005 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder's ownership is 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:

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 reference 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: _____

EXHIBIT 7
MULTNOMAH COUNTY SERVICES CONTRACT
Contract No. 440000
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 the applicable provisions of ORS 181.533-537, OAR 407-007-0000 through 407-007-0370, OAR 943-007-0001 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 181.533-537, OAR 407-007-0000 through 407-007-0370, and OAR 943-007-0001 through 943-007-0001 remain in effect.

Printed Name: _____ Date: _____

Authorized Signature: _____

ATTACHMENT 3



COVER PAGE

RFPQ No: 40000005176

RFPQ Title: Community Healing Initiative (CHI) Gang Violence Prevention and Intervention

Vendor: _____

Please indicate which program you are proposing to perform services. You may choose one, two or all three:

- ☐ CHI Probation (African American and Latino youth)
- ☐ CHI Early Intervention and Diversion (African American and Latino youth)
- ☐ CHI Gang Prevention

Please state which target population(s) for which you are submitting a proposal for:

- ☐ African American
- ☐ Latino
- ☐ East African
- ☐ Asian/ Pacific Islander
- ☐ Native American
- ☐ Slavic
- ☐ Other: _____

Wholly Secular Certification Section 1.22

☐ I certify that, if selected, _____ will perform the services in a wholly secular manner.

Signature