



REQUEST FOR PROPOSALS

RFP No: 4000006484

RFP Title: Housing and Support Services for Sex Trafficked Youth

Issue Date: February 2, 2018

Proposals Due: March 5, 2018

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.

Refer Questions to:

Christy Tran, Procurement Analyst Sr.

Phone: (503) 988-7997

Email: christy.tran@multco.us

Submit Proposals to:

Multnomah County Purchasing

501 SE Hawthorne Blvd, Suite 125

Portland, OR 97214

Pre-Proposal Conference:

There will not be a pre-proposal conference for this Solicitation.

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

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Electronic copies of this RFP and attachments, if any, can be obtained from the Multnomah County Purchasing Website at: <https://multco.us/purchasing>.

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PART 1 – PROCEDURAL INFORMATION

1.0 RFP ORGANIZATION

This RFP is organized into five parts:

Part 1, Procedural Information: Provides an overview of the procurement 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	SCHEDULE DATE/TIME
Date Issued	Cover page	February 2, 2018
Pre-proposal conference	1.2	N/A
Questions or protests of specifications due to Purchasing in writing	1.3.1	February 23, 2018
Purchasing response to written questions	1.3.1	February 28, 2018
Proposal submittal deadline	Cover page	March 5, 2018
Proposal evaluation period		Week of March 19, 2018
Provider selection		Week of March 26, 2018
Contract start date		May 1, 2018 (or sooner)

Multnomah County reserves the right to deviate from this schedule.

1.2 PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal conference for this Solicitation.

1.3 PROTESTS

1.3.1 Protest of Specifications

Any Proposer requiring clarification of the provisions of this RFP must submit specific questions in writing to the County Procurement Analyst listed on the cover page of this RFP. Any Proposer protesting any provision in this RFP must submit protest(s) in writing to the County's assigned Procurement Analyst listed on the cover page of this RFP. Any protest must address the requirement, provision or feature of this RFP or its attachments, including but not limited to the contract, that the potential Proposer believes is ambiguous, unclear, unfair,

contrary to law or likely to limit competition. The purpose of this deadline is to allow the County time to correct any term or condition in this RFP and/or 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 RFP and contract, and serve as a waiver of Proposer's rights to later contend that either the RFP or contract is ambiguous, unclear, unfair, contrary to law or likely to limit competition.

The deadline for submitting questions or protests is 4:00 P.M. on the date listed in the timeline. If Multnomah County determines that additional information or clarification is necessary, such information or clarification will be supplied in addenda that will be sent by e-mail or mail to all persons or firms that have received the notification of solicitation from Purchasing, registered on the Purchasing website for this solicitation, or who signed-in at 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 Proposals. Oral instructions or oral information concerning the specifications from County managers, employees or agents to prospective Proposers shall not bind Multnomah County.

Addenda:

The County Purchasing Manager shall issue any addendum no later than five (5) calendar days prior to the closing date. After closing date, any claims or misunderstanding in regard to the nature, quality or description of the service(s) or item(s) to be supplied by this RFP will be considered waived.

After closing, Multnomah County reserves the right to issue Addenda to all Proposers who submitted proposals, or to 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:

1. 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 RFP NO. 4000006484
ATTN: Purchasing Manager
Multnomah County Purchasing
501 SE Hawthorne Blvd Suite 125
Portland OR 97214

2. Proposers may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest. **Disagreement with the judgment of 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 Proposal 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 to 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 written approval of Multnomah County Purchasing and Communications Office.

1.11 CANCELLATION

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

1.12 DISPUTES

In case of any doubt or differences of opinions regarding the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, 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) 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 RFP 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 RFP are subject to the County's Equal Employment Opportunity (EEO) requirements, as outlined in PCRB 60-0040 and the sample Multnomah County contract attached to this RFP.

1.18 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 accept electronic payment from the County and comply with County's procedure for electronic payment.

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 certify they will perform the services solicited in this RFP in a wholly secular manner. **Complete and return with your proposal as Proposal Response Cover Page.**

PART 2 – SERVICE DESCRIPTION, FUNDING AND CONTRACTING INFORMATION

2.0 PURPOSE AND OVERVIEW

Multnomah County Department of County Human Services (DCHS) Youth and Family Services (YFS) seeks proposals from qualified organizations interested in developing a new program or expanding existing programming for housing and other supportive services to sex trafficked youth who have, do or will trade sex due to force, fraud or coercion. Proposed programs should achieve the following outcomes: increased engagement with crisis response, increased housing placement and retention, and improved outreach and access to ongoing supportive services.

2.1 INTRODUCTION AND PROGRAM HISTORY

For several months, DCHS and Department of Community Justice (DCJ) have been in the process of information gathering in order to develop new strategies for serving sex trafficked youth. During this process, DCHS and DCJ hosted three listening sessions with community service providers, criminal justice system partners, community members and survivors of youth sex trafficking.

Key themes and priorities identified in the three listening sessions are as follows:

- Low barrier supportive housing including potential options for crisis/emergency placement;
- Confidential advocacy services embedded in domestic and/or sexual violence advocacy system;
- Prevention efforts (engagement in schools, drop-in sites, street outreach);
- Culturally specific and/or responsive services;
- Access to flexible client assistance funding for crisis or stabilization needs;
- Supportive services which may include case management, mobile community outreach workers, mobile advocacy, life skills coaching;
- Day center and/or drop-in services;
- Mental health and substance use services;
- Approaches that are trauma-informed, strength-based and use assertive engagement model; and
- Training for staff, system partners and community; and
- Organizational focus on staff wellness, self-care and remedies for secondary trauma, resiliency in the work which fortifies long-term relationships and builds trust between organization, project staff and youth.

We seek to hear from organizations that are able to offer culturally specific and/or culturally responsive services, especially youth from communities of color and youth who identify as LGBTQ. Youth from communities of color, LGBTQ, queer and transgender youth have traditionally been underserved by sex trafficking service providers but represent a significant percentage of youth engaged or at risk of engagement in sex trafficking by force, fraud, coercion or survival.

2.2 GOALS, VALUES AND OTHER IMPORTANT CONSIDERATIONS

The overarching goal and value is to expand and enhance comprehensive, survivor focused case management and 24-hour response services for sex trafficking survivors that are trauma-informed, culturally responsive, and linguistically appropriate.

2.2.1 Culturally Responsive and Culturally Specific Services

DCHS is using definitions of Culturally Responsive and Culturally Specific services developed through a collaborative County-wide work group, led by the Multnomah County Chief Operating Officer and the Director of the Office of Diversity and Equity. These definitions realize the county stated belief that: **culturally**

responsive and culturally specific services eliminate structural barriers and provide a sense of safety and belonging which will lead to better outcomes.

Culturally Responsive

Culturally responsive services are those that are respectful of, and relevant to, the beliefs, practices, culture and linguistic needs of diverse consumer / client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. Cultural responsiveness describes the capacity to respond to the issues of diverse communities. It thus requires knowledge and capacity at different levels of intervention: systemic, organizational, professional, and individual.

A culturally responsive organization is one that reflects the following characteristics:

- Prioritizes responsiveness to the interests of communities experiencing inequities / racism and provides culturally grounded interventions [that] have been designed and developed starting from the values, behaviors, norms, and worldviews of the populations they are intended to serve), and therefore most closely connected to the lived experiences and core cultural constructs of the targeted populations and communities;
- Affirmatively adopts and integrates the cultural and social norms and practices of the communities they serve;
- Addresses power relationships comprehensively throughout its own organization, through both the types of services provided and its human resources practices. A key way of doing this is engaging in critical analysis of the organization's cultural norms, relationships, and structures, and promoting those that support democratic engagement, healing relationships and environments;
- Values and prioritizes relationships with people and communities experiencing inequities universally, paying particular attention to communities experiencing racism and discrimination;
- Commits to continuous quality improvement by tracking and regularly reporting progress, and being deeply responsive to community needs; and
- Strives to eliminate barriers and enhance what is working.

Culturally responsive organizations seek to build change through these major domains:

- Organizational commitment, leadership, and governance;
- Racial equity policies and implementation practice;
- Organizational climate, culture, and communications;
- Service-based equity and relevance;
- Workforce composition and quality;
- Community collaboration;
- Resource allocation and contracting practices; and
- Data metrics and continuous quality improvement.

Culturally Specific

Culturally Specific services/programs are those that are informed by specific communities, where the majority of members/clients are reflective of that community, and use language, structures and settings familiar to the culture of the target population to create an environment of belonging and safety in which services are delivered.

Organizations providing Culturally Specific Services reflect the following characteristics:

- Programs are designed and continually shaped by community input to exist without structural, cultural, and linguistic barriers encountered by the community in dominant culture services or organizations AND designed to include structural, cultural and linguistic elements specific to the community's culture which create an environment of accessibility, belonging and safety in which individuals can thrive.
- Organizational leaders, decision-makers and staff have the knowledge, skills, and abilities to work with the community, including but not limited to expertise in language, core cultural constructs and institutions; impact of structural racism, individual racism and intergenerational trauma on the community and individuals; formal and informal relationships with community leaders; expertise in the culture's explicit and implicit social mores. Organizational leaders and decision-makers are engaged in improving overall community well-being, and addressing root causes.
- Intimate knowledge of lived experience of the community, including but not limited to the impact of structural or individual racism or discrimination on the community; knowledge of specific disparities documented in the community and how that influences the structure of their program or service; ability to describe the community's cultural practices, health and safety beliefs/practices, positive cultural identity/pride/resilience, immigration dynamics, religious beliefs, etc., and how their services have been adapted to those cultural norms.
- Provide multiple formal and informal channels for meaningful community engagement, participation and feedback at all levels of the organization (from service complaints to community participation at the leadership and board level). Those channels are constructed within the cultural norms, practices, and beliefs of the community, and affirm the positive cultural identity/pride/resilience of the community. Community participation can and does result in desired change.
- Commitment to a highly skilled and experienced workforce by employing robust recruitment, hiring and leadership development practices including but not limited to valuing and caring for community and/or lived experience; requirements for professional and personal references within the community; training standards professional development opportunities and performance monitoring.
- Commitment to safety and belonging through advocacy; design of services from the norms and worldviews of the community; reflect cultural constructs of the culturally specific community; understand and incorporate shared history; create rich support networks; engage all aspects of community; and address power relationships.

2.3 TARGET POPULATION SERVED

The target population will be youth of any race, ethnicity, gender identity, other cultural identity or marginalized population with a history of commercial sexual exploitation. The age range for sex trafficked youth who may be served is 12-25 years.

2.4 GEOGRAPHIC BORDERS/LIMITATIONS & SERVICE AREAS

Services shall be provided and made accessible throughout Multnomah County.

2.5 FUNDING

DCHS has budgeted approximately \$496,000 annually, a mix of federal, state and local funding for geographic area services.

Funding of the work described in this RFP is not guaranteed. Fluctuations in funding year to year should be expected. The County cannot assure that any particular level of work will be assigned and the contract will permit the County to add or remove work as necessary depending on availability of funding.

2.6 MATCH REQUIREMENTS

Not applicable.

2.7 SCOPE OF SERVICES

Service providers will work closely with DCHS and existing multi-agency sex trafficking committees to further identify and prioritize activities and focus areas to develop and enhance programming. All proposed services should be delivered using assertive engagement, trauma-informed practices and a racial justice and equity lens.

Proposers are encouraged to detail what they believe to be the most effective combination of staffing and housing components, flexible client assistance and other supportive services. It is important to note that DCHS repeatedly heard the need for confidential advocacy services. The proposed agency should have access to confidential advocacy services embedded in the domestic violence and/or sexual violence advocacy system directly, either within the organization, or by collaboration and subcontract.

Potential services may include (but are not limited to) the following system structure and potential roles of project staff:

Mobile Outreach, Crisis Response and Confidential Advocacy

1. Community Outreach/Health Workers canvas community to make initial contacts, responds for intakes and crisis at housing site and throughout community, establish rapport and safety plan, provide for basic needs and resource referral, offer community-based case management and create bridge to more structured or formal services (drop-in and housing options, education and employment), Interface with law enforcement and/or Oregon Department of Human Services (DHS) regarding intake for outreach case management and/or housing, and connect with advocacy as needed to meet participant's confidential needs
2. Advocates embedded in domestic and/or sexual violence advocacy system with confidential privilege offer supports regarding emotional needs and safety planning, bridge services to case management (community-based or related to housing and stabilization), Juvenile detention center and/or jail reach-in (individual and support groups) to connect with outreach workers upon release, crisis line support and legal navigation and coordinates engagement with domestic and sexual violence system including coordinated access

Housing Options for Sex Trafficked Youth

1. Flexible housing options are available to youth depending on individual need and circumstance
2. One or two (1-2) units designated to address crisis needs of sex trafficked youth
3. Project staff assist youth in all aspects of housing placement, depending on need of housing and availability with focus on long-term stabilization and other supportive services to meet needs

Prevention and Early Intervention

1. Project staff provide outreach to youth in school settings, drop-in sites throughout community and through street outreach efforts.
2. Project staff are available to train service providers, law enforcement and others who engage with youth who may be involved with or at risk of involvement with sex trafficking.

Case Management and Life Skills Training

1. Case manager provides stationery services and individual service plan (ISP) related to longer-term stabilization (housing, education and employment), Interface with law enforcement and/or Oregon Department of Human Services (DHS) regarding intake to housing and stabilization needs
2. Life skills trainer offers assistance in developing skills towards self-sufficiency and self-care with a focus on employment, education, mental health and substance use.

Drop-in Day Center Services

1. Outreach workers provide regular hours as bridge from community-based case management to more structured and formal case management, housing referrals and further stabilization supports including referrals to other resources (domestic and/or sexual violence services, LGBTQ services, education, employment, mental health and substance use assistance)

Data Collection and Reporting

1. The successful Respondent(s) will be expected to document demographic data, services and outcomes accurately and on a timely basis in the County's data collection system, ServicePoint.

2.8 FISCAL REQUIREMENTS AND REPORTING

County fiscal compliance reviews will be conducted to ensure that financial records, systems, and procedures conform to Generally Accepted Accounting Principles and are in compliance with all County and State audit and accounting requirements. Contractors will fully cooperate with County's contract monitoring and program evaluation activities. This includes making available all data/information the County deems necessary for those processes.

Reporting the provision and effectiveness, including cost effectiveness, of services are important components of DCHS contract requirements. To ensure that appropriate data is collected, reporting requirements may change based on the needs of partnering funders upon the request of the County Board of Commissioners. Thus, additional or changes to reporting requirements may be identified at a later date based on the needs of the County to evaluate provision and effectiveness of services.

2.9 PERFORMANCE MEASURES/PERFORMANCE CONTRACTING

Specific performance measures related to the work purchased through this RFP will be developed in collaboration with the successful proposer and members of the identified working group.

2.10 CONTRACT NEGOTIATION

The County will initiate contract negotiations with the responsive and responsible Proposer with the highest scoring proposal. 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 the next highest scoring responsive and responsible Proposer. This process may continue until a contract agreement is reached.

2.11 CONTRACT AWARD

Through this RFP process, the County is seeking to award one contract. Award, as determined by the County, will be made to the responsible Proposer whose Proposal the County determines is most advantageous to the County based on the evaluation process and evaluation factors described in this RFP.

2.12 CONTRACT TERM

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

2.13 COMPENSATION AND METHOD OF PAYMENT

Payments shall be made on a per invoice /cost reimbursement basis.

2.14 COOPERATIVE PURCHASING

Not applicable.

2.15 INSURANCE REQUIREMENTS

Exhibit 2 of the attached Sample Contract reflects the minimum insurance required of a Contractor to provide this service. Additional insurance coverage may be required depending on the key features of service delivery chosen by the Contractor. 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
Professional Liability	\$1,000,000	\$1,000,000	\$2,000,000
Commercial Gen Liability	\$1,000,000	\$1,000,000	\$2,000,000
Commercial Auto Liability	\$1,000,000	\$1,000,000	N/A
Workers Compensation		Required	
Sexual Abuse/Molestation Liability	\$1,000,000	\$1,000,000	\$2,000,000

PART 3 – PROPOSAL EVALUATION, QUESTIONS AND INSTRUCTIONS

3.0 PROPOSAL EVALUATION AND SCORING

Evaluation of proposals received in response to the RFP 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 responsible Proposer with 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:

Evaluator A: 78 Points

Evaluator B: 81 Points

Evaluator 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 RFP.

3.2	PROPOSAL QUESTIONS AND EVALUATION CRITERIA	Points Possible
Organizational Qualifications and Capacity Questions (75%)		
3.2.1	Organizational Philosophy And Capacity	15
3.2.2	Confidential Advocacy Services	15
3.2.3	Service Delivery Model	10
3.2.4	Staff Knowledge & Training	10
3.2.5	Culturally Specific Organizational Capacity and Experience	15
3.2.6	Community Partners & Relationships	5
3.2.7	Budget Submission	5
Responsible Business Practices (25%)		
3.2.8	Environmental Considerations	10
3.2.9	Social Equity: Safety and Belonging	10
3.2.10	Staff Support and Wellness: Self Care	5
Total Points Possible		100

ORGANIZATIONAL QUALIFICATIONS AND CAPACITY QUESTIONS (75% of total points)

3.2.1 Organizational Philosophy And Capacity

Points Possible: 15

Describe how your mission, vision, and values speak to your organization's interest in being selected for these services. Describe your organization's experience working with sex trafficked youth, and the provision of housing placement and supportive services to sex trafficked youth or similar populations.

Evaluation Criteria: *Proposer -*

- *Demonstrates alignment of mission with improving outcomes for specific communities experiencing racism and discrimination, including description of why organization was created and direct connection between mission statement and community need; and*
- *Demonstrates sufficient experience working with sex trafficked youth or similar populations where intersections with sex trafficked youth may exist.*

3.2.2. Confidential Advocacy Services

Points Possible: 15

Describe how your agency or organization will provide confidential advocacy services. Discuss how your agency will work with the target population outlined in this RFP in a confidential manner. If your agency does not meet the criteria for confidential advocacy please describe how you will partner with an agency to provide these services.

Evaluation Criteria: *Proposer -*

- *Demonstrates understanding of confidential advocacy and how it differs from traditional advocacy; and*
- *Has a willingness and ability to maintain confidential advocacy, or has agreements in place with agencies who are qualified to provide confidential advocacy services.*

3.2.3. Service Delivery Model

Points Possible: 10

Provide a brief overview of your service delivery plan for the populations detailed in this RFP, include proposed housing and staffing models. Please describe how your agency can provide the key elements of the service model, including but not limited to: mobile outreach, crisis response, early intervention, and case management.

Evaluation Criteria: *Proposer -*

- *Demonstrates understanding of assertive engagement principles, which includes the following: a plan to meet youth where they are, when they are ready, and with flexible, adaptable services at the level of engagement and type and depth of services youth choose; and*
- *Demonstrates understanding of dynamics of sex trafficked youth and concepts that will impact work with this population such as: power and control relationships, positive youth development, motivational interviewing, and culturally specific programming.*

3.2.4. Staff Knowledge & Training

Points Possible: 10

Describe how your agency or organization will ensure that staff and volunteers have knowledge, experience, and training on sex trafficking and related issues. Include any continuing education or trainings supported by your agency that directly support your staff.

Evaluation Criteria: *Proposer -*

- *Demonstrates how programming responds and adapts to changing demographics and community needs, with support from organization's leadership; and*
- *Demonstrates plan to support staff with relevant training and continued support.*

3.2.5. Culturally Specific Organizational Capacity and Experience

Points Possible: 15

Describe your organization's capacity and experience in the provision of social services in the region, and how this directly relates to your proposal to provide services for the target population. Identify any assets your organization can bring to enhance your ability to provide services in this community.

Evaluation Criteria: *Proposer -*

- *Describes history of working in region and participating in community events and activities, and how this directly relates to and supports proposal;*
- *Articulates reasons how and why the organization is effective working with this Culturally Specific population, such as how the organizational culture (i.e., values, norms, history, practices) is aligned with and complements the population served;*
- *Describes assets the organization can bring to increase success, such as placing services within the community and establishing partnerships with new key stakeholders; and*
- *Has specific experience working with youth from communities of color and youth who identify as LGBTQ.*

3.2.6. Community Partners & Relationships

Points Possible: 5

Discuss any established or potential partnerships and relationships that strengthen your ability to deliver services and support collaboration among key community organizations. Preference is for partnerships with domestic and sexual violence service and/or homeless youth service organizations, if your agency does not already offer these services.

Evaluation Criteria: *Proposer -*

- *Provides specific examples of meaningful engagement with the Culturally Specific Population, including previous and current work in/with that community and established or emerging relationships with key community stakeholders; and*

- *Demonstrates knowledgeable of key social service, civic and faith-based organizations who work within community and how the applicant will work within this context to achieve goals*

3.2.7. Budget Submissions

Points Possible: 5

Please submit a sample operating budget not to exceed \$496,000 per fiscal year in funding for services. You may include up to 15% administrative cost and .125 supervision per FTE but the overall total may not exceed \$496,000 per year. Include any start-up costs and administrative expenses you anticipate. **Submit with your proposal as Proposal Attachment 3 – Sample Budget Summary. A sample budget form is available for use and is attached as "Attachment 3" for convenience. Proposers are not required to use this form.**

Budget Submission does not count against the page limitations.

Evaluation Criteria: Proposer -

- *Provides a budget proposal that aligns with County estimated funding.*

RESPONSIBLE BUSINESS PRACTICES (25% of total points)

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.

3.2.8. Environmental Considerations

Points Possible: 10

Describe how your organization addresses environmental and social sustainability considerations in your business practices and discuss how you engage staff and program participants in sustainability practices. Practices may include, but are not limited to, a formal sustainability program and/or policies covering waste management and recycling measures; reducing exposure to toxic chemicals, reuse and repurpose, energy and/or water conservation; encouraging alternative transportation options, or other actions that promote environmental conservation and social sustainability.

Evaluation Criteria: Proposer -

- *Provides details of innovative environmental and social considerations in business practices;*
- *Describes innovative ways it engages staff and program participants in sustainability practices, including promotion of alternative transportation, resource efficiency, and sustainable food preparation and diets; and*
- *Promotes resource efficiency to make resources go further, such as draft paper, sourcing used items, using community networks to source, get support.*

3.2.9. Social Equity: Safety and Belonging

Points Possible: 10

How does your organization create a sense of safety and belonging for the people it serves and how is it reflected? Provide two examples of how your organization displays advocacy for the population you serve beyond providing direct services.

Evaluation Criteria: Proposer -

- *Demonstrates commitment to safety and belonging through design of services and structures from the norms and worldviews of population that reflects core cultural constructs of targeted community; and*
- *Emphasizes trust and positive relationships between individuals, communities, and with jurisdictions; understands and incorporates shared history; creates rich support networks; engages all aspects of community; and addresses power relationships.*

3.2.10. Staff Support and Wellness: Self Care

Points Possible: 5

Describe your agency's determination to cultivate a culture of wellness among staff. How does your agency invest in staff self-care to ensure a healthy and stable workforce?

Evaluation Criteria: Proposer -

- *Describes staff recruitment efforts that reflect the community(ies) served;*
- *Details strategies used throughout the organization to support and retain staff and increase their effectiveness, such as regular individual supervision, professional development opportunities, staff meeting dynamics, inclusive program planning and review activities; and*
- *Describes how organization is considerate of staff members' individual cultural identities and how these identities and experiences relate to support and retention practices.*

PART 4 – PROPOSAL SUBMISSION INSTRUCTIONS

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 written memorandum of understanding between the parties must be submitted with the Proposal setting forth the business and service delivery agreements between the parties. **Submit with your proposal as Proposal Attachment 4 – MOU** (if applicable).

4.1 MULTIPLE OR ALTERNATE PROPOSALS

Multiple or alternate proposals shall not be accepted unless specifically provided for in this section. In the event alternate proposals are not accepted and a proposer submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the proposer.

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 RFP proposal response to the program question is limited to a page count of not more than 10 pages. This equates to not more than 5 sheets of paper that are printed on each side, or 10 pages printed on only one side.

4.3 MAXIMUM PAGE LIMIT

The total number of pages, excluding requested attachments, must not exceed ten (10) pages. Attachments and supporting documents not specifically required by the RFP 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 evaluated. 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, use the same numbering and letter sequence as found in the RFP and then provide your response. Responses must be on the forms provided for by Multnomah County where applicable. Proposer must include Proposal Response Cover Page as the top page of the response packet.

4.5 PROPOSAL BINDING

Proposals must be stapled in the left upper corner. Do not use spiral bindings, glue or 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 that can be easily removed for copying purposes.

4.6 PROPOSAL PACKAGING

Proposals shall be submitted in a sealed envelope appropriately marked with the Proposal title, RFP 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) RFP 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 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. **PROPOSALS MUST BE TIME STAMPED AT THE PURCHASING BID DESK BY THE STATED DEADLINE. 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 no later than 4:00 P.M. local Portland time on the proposal submission deadline.
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

<input checked="" type="checkbox"/>	Description	Page Referenced
<input type="checkbox"/>	Cover Page: Proposal Response Cover Page	Page 23
<input type="checkbox"/>	Proposal Attachment 1: Proposer Representations and Certifications form	Page 24
<input type="checkbox"/>	Proposal Attachment 2: Proposal Questions and Responses Section 3.2	Page 17
<input type="checkbox"/>	Proposal Attachment 3: Sample Budget Summary	Page 19
<input type="checkbox"/>	Proposal Attachment 4: MOU (if applicable)	Page 21



COVER PAGE

(Submit as Proposal Response Cover Page)

RFP No: 4000006484

RFP Title: HOUSING AND SUPPORT SERVICE FOR SEX TRAFFICKED YOUTH

Organization Name: _____

Contact Person: _____

Email Address: _____

Phone Number: _____

Wholly Secular Manner Statement:

“As an authorized agent; I certify that the organization listed above, if selected, will perform the services in a wholly secular manner.”

Signature of certifying official: _____

Subcontracting Agency (if applicable): _____

ATTACHMENT 1
(Submit as Proposal 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 _____, 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: **SAMPLE – DO NOT COMPLETE**

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

CONTRACTOR ADDRESS:

CITY, STATE, ZIP:

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 ("Work").

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:

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 Exemption Certificate
5	NOT USED
6	Invoice/Budget Forms (Includes Exhibit 6A and Exhibit 6B)
7	Criminal History Background Authorization (*DV only, omit if no DV services)

Attachments

Attachment Letter	Description
B	Department of County Human Services Conditions Specific to Youth and Family Services Division Attachment B (with and without cultural responsiveness)
C	Program General Condition Domestic Violence Coordinators Office (DSVCO)
C-1	Multnomah County Domestic and Sexual Violence Coordinator's Office Client File Standards
C-2	Department of Human Services Grant Agreement
C-3	U.S. Department of Justice
D	Certificates - Compliance with State and Federal Requirements
F	Post Federal Award Requirements Standards
H-3	HIPAA Qualified Service Organization Agreement (applies to YFS - Youth Substance Abuse Prevention)

MULTNOMAH COUNTY SERVICES CONTRACT
Contract Number: SAMPLE – DO NOT COMPLETE

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: N/A _____ Date: _____

County Attorney Review:

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

By Assistant County Attorney: _____ Date: _____

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the Work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
3. **No Third Party Beneficiaries.** County and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.
5. **Early Termination.** This Contract may be terminated as follows:
 - a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
 - c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. Notwithstanding 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 unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
 - b. In addition to the remedies in 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 those 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 providing 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.235, 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 is performed on Saturday and any legal holiday specified in a collective bargaining agreement or ORS 279B.020. 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 201 to 219 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 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.
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 this Contract shall bind either party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
18. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses. Contractor shall include a provision in each 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 approval 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 Damages.** 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 CFR 200, 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 Procedure Manual* shall be submitted to the County within thirty (30) days from the date of the report, but in no case later than nine (9) months after the end of the Contractor's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.
-



MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: **SAMPLE – DO NOT COMPLETE**

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

A. Statement of Work

1. CONTRACTOR shall perform the following work.

a. Services.

- i. CONTRACTOR will perform the following work in accordance with the specifications of RFx _____ and CONTRACTOR'S response to that RFx, both hereby incorporated by reference. If there is a conflict between this Contract and the RFx or the CONTRACTOR proposal, the Contract shall prevail. If there is a conflict between the CONTRACTOR proposal and the RFx, the RFx shall prevail.
- ii. CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Program Instructions.

Service	Service Description (Procurement Authorization)

b. Service Standards.

- i. As identified in Attachment A - Program Instructions, CONTRACTOR agrees to provide the above services in compliance with the applicable COUNTY and State service definitions, Administrative Rules, updated current program instructions, service manuals with Contract conditions, the specifications and evaluation criteria contained in the applicable Request for Proposal, Request for Application, Notice of Intent, CONTRACTOR's response to procurement documents, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR, including any subsequent revisions to these documents.
- ii. CONTRACTOR shall not implement any substantive program change or change in method of service delivery that affects level, scope, or outcome of client services funded under this Contract without prior written approval of the COUNTY.
- iii. The Program Instructions and/or program funding for this contract may change from time to time during the contract term. The parties agree that changes to funding and/or Program Instructions will be communicated to CONTRACTOR by COUNTY by email, in substantially the form attached as Attachment A, and any such email will become part of this contract and be fully enforceable under the terms of this contract as if fully set forth herein.

c. Program Outcomes.

- i. CONTRACTOR shall achieve the program outcomes. CONTRACTOR shall track, at a minimum, the outcomes identified in Attachment A, Program Instructions. CONTRACTOR shall document and report this data to COUNTY at least quarterly, or as instructed by COUNTY.

- ii. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes 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.

B. Compensation

1. **The estimated total payment under this Contract for five (5) years, including expenses, is**
\$_____.

The **estimated** total funding of this Contract is for a five (5) year period, and is not guaranteed. Fluctuations in funding throughout the year, and from year to year should be expected. Potentially large fluctuations may occur. COUNTY cannot assure that any particular level of funding will be provided and the Contract will permit the COUNTY to add or remove funding as necessary depending on the availability of funding.

2. **COUNTY shall pay CONTRACTOR for services** provided under this Contract based upon the applicable payment terms set forth below in section C of Exhibit 1 and in Attachment A.
3. CONTRACTOR shall not transfer Contract funds from one service to another without a Contract amendment or prior written COUNTY approval.

C. Payment Terms and Reports

1. **All Contracts Payment Terms**

a. **Chargeable Expenditures.** CONTRACTOR may charge expenditures under this Contract only if they are:

- i. In payment for services performed under this Contract;
- ii. In payment of an obligation incurred during the Contract period;
- iii. Performed in conformance with all applicable state and federal regulations and statutes; and
- iv. Not in excess of maximum payable under this Contract.

Any costs incurred by CONTRACTOR over and above the agreed sum or rates shall be at the sole risk and expense of CONTRACTOR. All project monies shall be either obligated or expended within the Contract period unless specifically authorized by COUNTY to extend into the next year.

b. **Reporting Requirements.**

- i. Reporting requirements specific to Fee-for-Service and Cost Reimbursement Contracts are described in Section C.2 and C.3 below.
- ii. Notwithstanding any other payment provision of this Contract, failure of CONTRACTOR to submit required reports when due may, in COUNTY'S sole discretion, result in the withholding or reduction of payments under this Contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports or establishes to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

c. **Reduction in Funding.** In the event that invoices from CONTRACTOR indicate to COUNTY that funds are not being utilized and will not likely be utilized efficiently during the term of the Contract, COUNTY, in its sole discretion, may reduce CONTRACTOR'S funding. In the event that COUNTY determines funds need to be reduced, the COUNTY will inform CONTRACTOR in writing of the proposed decision to reduce funding at least fourteen (14) days before reducing CONTRACTOR'S funding. CONTRACTOR will have fourteen (14) days to respond in writing to COUNTY'S proposed reduction and may provide any information CONTRACTOR believes may impact COUNTY'S decision. After receipt of CONTRACTOR'S response, COUNTY will make a final decision within four (4) working days and inform CONTRACTOR of the decision in writing.

d. **Recovery of Funds.** Any COUNTY funds spent for purposes not authorized by this Contract shall be deducted from future payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar

days after Contract expiration or after notification by COUNTY, whichever is earlier. CONTRACTOR shall be responsible for any prior Contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments become delinquent, and in case of litigation, to reasonable attorney's fees.

- e. **Refunds.** Any refunds to the state or federal government resulting from state (OAR 309-013-0120 through 0220) or federal audits shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such repayments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures, or fees.
- f. **Request for Payment.** CONTRACTOR shall submit all final requests for payment or an estimate of the final requests for payments no later than July 20th or the next working day after July 20th to the Department of County Human Services (DCHS). DCHS will not process final requests or estimates for final request for payment documents not received within the specified time and the expense shall be the CONTRACTOR'S responsibility. All requests for payment shall be sent to:

Department of County Human Services
421 SW Oak St, Suite 200
Portland, OR 97204

2. Fee-for-Service Payment Terms. COUNTY pays Fee-for-Service CONTRACTORS monthly.

- a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of CONTRACTOR'S payment requests in the standard COUNTY format (see Fee-for-Service Invoice Form, Exhibit 8). Invoices are due the 20th calendar day of the month following the month in which services are delivered. At a minimum, forms shall document release order number, number of service units provided, contract rates, and total amount requested per service. Fee-for-service billings for client services shall include dates of service and be supported by signed, dated documentation in the client file or chart, and/or service log, for each unit of service billed. COUNTY agrees to process payment requests within ten working days of receipt of billing.
- b. CONTRACTOR shall maintain required fiscal, program, and progress reports, which support payment requests, according to COUNTY program and fiscal requirements.

3. Cost Reimbursement Payment Terms. Cost reimbursement Contracts are paid monthly based on expenditure report or paid by monthly allotment based on CONTRACTOR'S annual budget

- a. COUNTY shall pay for cost reimbursement Contracts when COUNTY receives a monthly Expenditure Report Form (Exhibit 6A), as detailed in the Statement of Work, that shows expenditures consistent with services described in Exhibit 1, Section A. CONTRACTOR shall have sole responsibility for submitting required reports in order to obtain Contract payments. If required reports are received on time and are complete and correct, COUNTY shall process reimbursements within 10 working days of receipt of monthly expenditure report.
- b. Monthly Expenditure Report (Exhibit 6A) are due the 20th calendar day of the month following the month in which the expenditures were incurred. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, Contracts, vouchers, orders, and any other accounting documents pertaining in whole or in part to the Contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service items within the agency accounting system and so reported on the required fiscal reports. CONTRACTOR shall maintain all above-referenced accounting documents within a local facility of the CONTRACTOR. CONTRACTOR's Monthly Expenditure Report must contain at a minimum all of the information elements shown in Exhibit 6A. Reports that do not meet the minimum information requirement may delay payment until all information is received.
- c. A CONTRACTOR Annual Budget Report (see example in Exhibit 6B) is due within five (5) business days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed Contract amendments if cumulative year-to-date dollar changes for that service exceed 25%. CONTRACTOR shall submit an Annual Budget only for those service items that are paid on a cost

reimbursement basis.

- d. In addition to other fiscal requirements contained in this Contract for cost-reimbursement programs, any increases in line items must be balanced by like decreases in other line items.
 - e. Changes in any line item budget expense of more than 20% or \$1,000 on any line shall require a written budget modification approved by COUNTY prior to expenditures. The budget modification request must be accompanied by a justification stating reasons for the changes.
4. **CONTRACTOR will match funds.** There is a funding match requirement for this contract. CONTRACTOR must provide a 15% match contribution. The entire match must be for services covered by this Contract. This can be provided as cash, in-kind, or a combination. For example, the match can be from donated supplies; work performed by volunteers valued at the commercial rate the work would be paid by the service provider or at the minimum wage if no comparable position(s) exist within the agency; donated professional services or programming; cash match from fundraising or grant sources that directly support the contracted services.

EXHIBIT 2
MULTNOMAH COUNTY SERVICES CONTRACT Contract No.
SAMPLE - DO NOT COMPLETE
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 \$X,000,000 per occurrence and \$X,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 \$X,000,000 per occurrence and \$X,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 vendor 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 all 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.**

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

****Note to Contract Originator:** Additional insurance may be required for certain types of contracts. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management/Property & Liability Programs. Coverage limits may be modified to higher levels, based upon the needs of the contract without Risk Management review but any lower levels of coverage must be approved by Risk Management.

Completed by: Lou Olson
Contract Originator

EXHIBIT 3

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. SAMPLE - **DO NOT COMPLETE**

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 701 (construction contractors), CONTRACTOR has registered as required by law.
2. CONTRACTOR is free to determine and exercise control over the means and manner of providing the service, subject to the right of the County to specify the desired results.
3. CONTRACTOR is responsible for obtaining all licenses or certifications necessary to provide the services.
4. CONTRACTOR is customarily engaged in providing services as an independent business. CONTRACTOR is customarily engaged as an independent contractor if at least three of the following statements are true.
NOTE: Check all that apply. You must check at least three (3) to establish that you are an independent contractor.

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

Contractor
Signature: _____

Date: _____

EXHIBIT 4
MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. **SAMPLE - DO NOT COMPLETE**

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 OAR436-50-0005 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

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

Contractor Printed
Name:

Contractor
Signature:

Contractor Title:

Date:

Service Contract No. **SAMPLE - DO NOT COMPLETE**

Exhibit 6A - Monthly Cost Reimbursement Expenditure Report Form

For Fiscal Year or Time Period from ____/____/____ to ____/____/____

Page ____ of ____

Contractor: _____ Address: _____

Invoice #: _____

R.O Number:		R.O Number:		R.O Number:	
R.O Line #:		R.O Line #:		R.O Line #:	
Name of Service:		Name of Service:		Name of Service:	

EXPENDITURES

CURRENT PERIOD	YEAR TO DATE	CURRENT PERIOD	YEAR TO DATE	CURRENT PERIOD	YEAR TO DATE
----------------	--------------	----------------	--------------	----------------	--------------

PERSONNEL

1. Salaries & Wages
2. Overtime
3. Fringe
4. Volunteers

SUBTOTAL PERSONNEL

DIRECT MATERIALS & SERVICES

5. Professional Services
6. Printing
7. Utilities
8. Telephone
9. Equipment Rental
10. Space Rent
11. Repairs
12. Postage
13. Office Supplies
14. Education & Training
15. Mileage
16. Insurance
17. Data Processing
18. Dues & Subscriptions
19. Sub Awards < \$25k

SUBTOTAL DIRECT MATERIALS & SERVICES

INDIRECT COSTS

20. Overhead / Admin

--	--	--	--	--	--

OTHER COSTS

21. Client Assistance
20. Capital Expenditures
21. Sub Awards > \$25k

TOTAL EXPENDITURES

--	--	--	--	--	--

I understand that all expenditures reported are subject to audit and that all expenditures must be program related and allowable according to applicable cost principles and regulations. I certify that I am an authorized representative of the above organization and that this statement of expenditures is accurate and true, to the best of my knowledge.

AGENCY SIGNATURE: _____ DATE: _____

NAME (Print): _____ TITLE: _____ PHONE: _____

OFFICIAL USE ONLY

Program: _____ Date: _____

Signature: _____ Date: _____

Manager Signature: _____ Date: _____

Multnomah County, Department of County Human Services

Service Contract No. **SAMPLE - DO NOT COMPLETE**

Exhibit 6B - Annual Budget Report Form

For Fiscal Year or Time Period from ____/____/____ to ____/____/____

Page ____ of ____

Contractor: _____ Address: _____

EXPENDITURES	Name of Service:		Name of Service:		Name of Service:	
	Contract Funds	Agency	Contract Funds	Agency	Contract Funds	Agency Funds
PERSONNEL						
1. Salaries & Wages						
2. Overtime						
3. Fringe						
4. Volunteers						
SUBTOTAL PERSONNEL						
DIRECT MATERIALS & SERVICES						
5. Professional Services						
6. Printing						
7. Utilities						
8. Telephone						
9. Equipment Rental						
10. Space Rent						
11. Repairs						
12. Postage						
13. Office Supplies						
14. Education & Training						
15. Mileage						
16. Insurance						
17. Data Processing						
18. Dues & Subscriptions						
19. Sub Awards < \$25k						
SUBTOTAL DIRECT MATERIALS & SERVICES						
INDIRECT COSTS						
20. Overhead / Admin						
OTHER COSTS						
21. Client Assistance						
20. Capital Expenditures						
21. Sub Awards > \$25k						
TOTAL EXPENDITURES						

I certify that I am an authorized representative of the above organization. I understand that DCHS requires a revised budget to be submitted for approval if any line item changes more than 20% or \$1,000. I understand that all actual costs reported are subject to audit and that all expenditures must be program related and allowable according to the applicable cost principles and funding regulations.

AGENCY SIGNATURE: _____ DATE: _____

NAME (Print): _____ TITLE: _____ PHONE: _____

OFFICIAL USE ONLY

Program: _____ Date: _____

Signature: _____ Date: _____

Manager Signature: _____ Date: _____

EXHIBIT 7
MULTNOMAH COUNTY SERVICES CONTRACT
Contract No.
Criminal History Records Check Certificate
SAMPLE - DO NOT COMPLETE

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 181A.190; 181A.195; 181A.200 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 181A.190; 181A.195; 181A.200 remain in effect.

Printed Name: _____ Date: _____

Authorized Signature: _____

Attachment B (with cultural responsiveness)
Department of County Human Services
Conditions Specific to Youth and Family Services Division

PROGRAM SERVICES

1. Program Principles. Services funded through the Department of County Human Services (DCHS) are:

- a. Based in the community;
- b. Focused upon support for families, children, and young people;
- c. Customer-driven, based upon the strengths of program participants;
- d. Intended to build the self-sufficiency and resiliency of program participants;
- e. Integrated into the larger systems of social services; and
- f. Provided in a manner that is culturally appropriate and relevant.

Contractor shall provide the services identified in this Contract in a manner that is consistent with these principles.

2. Confidentiality. Contractor shall keep all client records confidential in accordance with State and federal statutes and rules governing confidentiality.

- 3. Culturally Responsive Services.** The Multnomah County Culturally Specific Workgroup has adopted the definition for *Culturally Responsive Services* as defined in *Protocol for Culturally Responsive Organizations*: “Culturally responsive services are those that are respectful of, and relevant to, the beliefs, practices, culture and linguistic needs of diverse consumer/client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. Cultural responsiveness describes the capacity to respond to the issues of diverse communities. It thus requires knowledge and capacity at different levels of intervention: systemic, organizational, professional and individual.”

By partnering with Multnomah County, CONTRACTOR commits to the continuous improvement process necessary to move all entities in the Youth and Family Services (YFS) closer to our shared ideal of culturally responsive services. This commitment includes the expectation that all CONTRACTORS will 1) complete and submit a racial equity organizational self-assessment within the first year of the contract period, 2) create and submit a racial equity action plan for County review; 3) demonstrate progress on their racial equity action plan; and 4) engage in continuous learning as determined by the County.

- a. CONTRACTOR’S racial equity organizational self assessment must:
 - i. be completed using the Tool for Organizational Self Assessment Related to Racial Equity, Protocol for Culturally Responsive Organizations, or another tool pending County approval;
 - ii. be current (defined as completed within the past 3 fiscal years);
 - iii. reflect assessment of multiple levels within the organization;
 - iv. be submitted 10 months from contract start date; and
 - v. inform a racial equity action plan.
- b. CONTRACTOR’S racial equity action plan must:
 - i. involve Agency Board participation and approval;
 - ii. focus on the 9 Domains delineated in the *Protocol for Culturally Responsive Organizations*. (Not every domain is required);
 - 1. Commitment, governance, and leadership
 - 2. Racial equity policies and implementation practices
 - 3. Organizational climate, culture and communications
 - 4. Service based equity
 - 5. Service user voice and influence

- 6. Workforce composition and quality
 - 7. Community collaboration
 - 8. Resource allocation and contracting practices
 - 9. Data, metrics, and quality improvement
 - iii. include timelines;
 - iv. include specific, measurable actions, and measures to know when the actions are met;
 - v. include positions responsible for all action items; and
 - vi. be submitted by September 30th of the second year of the contract
- c. CONTRACTOR shall demonstrate progress on their racial equity action plan through the following:
- i. submit annual narrative progress report; to YFS Director at 421 SW Oak St. Suite 200, Portland Oregon 97204 by September 30th and annually of each year following thereafter during the life of the Contract.
 - ii. biennial monitoring of cultural responsiveness plans and actions will be conducted by YFS staff.
- d. CONTRACTOR will engage in continuous learning through the following:
- i. County sponsored activities that promote culturally responsive practices; and
 - ii. Other identified activities that promote culturally responsive practices
- 4. Grievances.** Contractor must establish a system of written procedures through which a client or family member may present grievances about the operation of Contractor's services. Contractor shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting, distribution of the procedures in areas frequented by clients, and written documentation in client case file, as applicable. Contractor shall, upon request, provide advice to such persons as to the grievance procedure.
- 5. Dispute Resolution.**
- a. Contractor may submit a letter documenting any complaints or concerns about the terms of this Contract to:
DCHS Director/Director's Designee
Department of County Human Services
421 SW Oak St., Suite 240
Portland, OR 97204
 - b. The responsible Director or Director's Designee shall call Contractor within 10 days of receipt of this letter to discuss the letter and schedule a meeting, if needed.
 - c. The Director or Director's Designee shall issue a written decision within 15 days after receipt of the Contractor's letter.
 - d. Contractor may appeal this decision in writing to the Director, Department of County Human Services, 421 SW Oak St., Ste. 240, Portland, OR 97204. Director or Director's Designee shall contact Contractor within 10 days of receipt of appeal letter to discuss the letter or set up a meeting, if requested, with Director or Director's Designee.
 - e. The Director or Director's Designee shall issue a written decision within 15 days after receipt of Contractor's appeal letter. Decision of Director or Director's Designee is final; however, Contractor's who receive funding from the State of Oregon's Oregon Health Authority may seek mediation as described in OAR 309-014-0000 through 0040.
 - f. Both COUNTY and CONTRATOR agree to demonstrate cooperation, mutual respect, and good faith in all aspects of the dispute resolution.
- 6. Mandatory Reporting of Abuse and Neglect.** Contractor shall comply with child abuse (ORS 419B.005 - 419B.050 as amended), mentally ill and developmentally disabled abuse (ORS 430.731- 430.768) and elder abuse reporting laws (ORS 124.050 - 124.095) as if Contractor were a mandatory abuse reporter. Contractor shall immediately report to the proper State or law enforcement agency circumstances (and such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

7. Monitoring and Enforcement.

- a. COUNTY is responsible for monitoring the activities of Contractor to ensure that all services provided by Contractor under this Contract conform to state, federal, and COUNTY standards and other performance requirements specified in the Contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.
- b. Contractor shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, or federal governments. Contractor shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, client records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this Contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, Contractor shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

8. Reporting and Investigation of Suspected Fraud and Embezzlement. Contractor shall report in writing the details of any cases of suspected fraud and embezzlement involving its employees or the employees of its subcontractors to the COUNTY not later than one working day after the date the alleged activity comes to Contractor's attention. The report shall describe the incidents and action being taken to resolve the problem. The report shall be sent to:

Division Manager
Department of County Human Services, Director's Office
421 SW Oak St., Suite 200
Portland, OR 97204

In cases of suspected fraud and embezzlement COUNTY'S funds and resources, Contractor shall be responsible for investigating cases involving its employees or employees of subcontractors. Contractor is responsible for referral to the proper legal authorities. COUNTY may assume control of any case not handled to the COUNTY'S satisfaction.

In cases of suspected fraud and embezzlement which do not involve funds and resources of the COUNTY, Contractor shall seek resolution of the problem. COUNTY may intervene in cases involving resources of clients served by Contractor.

COUNTY shall review all cases of suspected fraud or embezzlement whether or not COUNTY resources appear to be at risk. Contractor shall adopt and follow any internal control procedures, which the COUNTY decides are needed. Failure of the Contractor to adopt or follow such procedures will be considered a breach of the Contract and will be dealt with according to provisions in Section 5.c. of the Standard Terms and Conditions of this Contract.

9. Corrective Action. In addition to the remedies in paragraph 5 and 7 of the Standard Terms and Conditions of this Contract, if COUNTY finds Contractor not in compliance with contract conditions, or identifies 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 notice to Contractor, impose sanctions, including, but not limited to, withholding funds, disallowance of costs, suspension of payments, or immediate termination of the Contract.

10. Operating Hours. Contractor shall notify COUNTY in writing, ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this Contract, or scheduled temporary closure. Contractor shall immediately notify COUNTY in the case of unanticipated or unexpected closures. Notification shall be made to:

Division Manager
Department of County Human Services
421 SW Oak St., Suite 200
Portland, OR 97204

11. Transition of Services. In the event that a Request for Proposal conducted during the fiscal year results in the award of the Contract to a different provider or COUNTY terminates or decides not to renew the Contract for any reason, Contractor agrees to make every reasonable effort to assure a smooth transition. Contractor shall take steps to assure that necessary copies of the original case files are transferred to the new Contractor, pursuant to federal/state regulations on confidentiality.

12. Employee/Volunteer/Family Member Participation in Service. Contractor must establish a written procedure through which Contractor's own employees, volunteers or family members of employees may access services provided

by Contractor. Contractor shall provide these written procedures to the County and shall make them accessible upon request and available for employees, volunteers and family members of employees.

13. Gender Parity. Contractor agrees to establish written policies and procedures, which reflect Contractor's recognition that females and males under the age of eighteen (18) have unique programming needs. Contractor shall promote gender parity and equality in service design; however prevention and treatment services may appear very different depending on the gender of the individual for whom the service is being delivered.

14. Harassment Prevention and Education. Contractor shall have written policies designed to prevent harassment of program participants based on sex or gender identity. The policies shall include specific measures for investigating all allegations of such harassment. The policies also shall include measures designed to provide educational and other support to victims of harassment and sexual violence. The policies shall specify procedures available to victims of harassment and their families to safely report any incident of real or perceived harassment.

15. Service Standards.

- a. Contractor shall provide, as a minimum service performance standard, at least 80 percent of planned service levels unless COUNTY states otherwise. Failure to perform at least at 80 percent may cause the COUNTY to take corrective action, including service level adjustment, allocation/funding amount revision, or contract termination.
- b. Contractor accepts responsibility for projecting monthly service levels and expenses to maintain service provision at mutually agreed upon levels throughout the contract period, unless otherwise specified by COUNTY.
- c. Contractor agrees to develop and maintain an Emergency Management Plan that ensures the most vulnerable residents of Multnomah County receive essential services when an emergency event occurs. CONTRACTORS' written plan must include response components as outlined in the "Guide for Emergency Management Planning for Community Services Contractors" incorporated herein by this reference. Guide is located at: <http://web.multco.us/dchs-community-services>.
- d. Contractor agrees to provide its agency's social service information to the 211info community resource organization. Contractor shall ensure that 211info is provided with current information such as: agency contact information, operating hours, and services available to the community offered by agency. Contractor agrees to update 211 info when service availability changes occur at agency within five (5) days.
- e. Contractor shall provide services under this Contract only in Multnomah County. Contractor shall ensure the involvement of customer representatives for its services, in significant decision-making roles within the contractor organization, e.g., low income people for anti-poverty services, youth for youth-oriented services.
- f. Contractor shall maintain a high level of involvement in the community for the purposes of building community strengths and supporting social change. Contractor recognizes that planning with COUNTY, state, and local agencies is essential to the success of a coordinated service delivery system. Contractor agrees to attend and participate in meetings and planning efforts scheduled by COUNTY, to provide all data which may be required by COUNTY, and to adjust its program as necessary to achieve compliance with programmatic goals of COUNTY and applicable funding sources.
- g. Access to services offered through the YFS must be equally available for all residents in Multnomah County. Therefore, Contractor must implement a "No Wrong Door" Policy when providing services under this Contract. The No Wrong Door Policy must require Contractor to abide by the following protocol when approached by an individual for services: (1) provide the appropriate services for which the individual or household qualifies; if services for which the individual or household are qualified are unavailable or impractical, Contractor must (2) direct the individual or household to a more convenient service provider; and if an alternative service provider is not available, then the Contractor must (3) problem solve with the individual to determine if other services might be available. In no circumstance may Contractor deny services or assistance to an individual or household in violation of the Service Contract.
- h. Contractor agrees to attend the provider network meeting(s) associated with the program(s) under Contract. Contractor representatives at network meetings shall have the responsibility and authority to update the COUNTY on Contractor's activities that have an impact on the contracted program.
- i. Contractor shall assure access to information about its services to all clients potentially eligible for the services provided under this Contract.

- j. Contractor shall ensure that access to program services is available to all eligible county residents without regard to age, race, ethnicity, sex, or gender identity or sexual orientation.
- k. Contractor shall ensure that its employees are adequately trained to carry out the activities required under this Contract and, if applicable to the program, shall verify that its employees are processing any eligibility determinations and service authorizations correctly.
- l. Contracted services shall be provided in accordance with all applicable Program Instructions.
- m. In all cases where Contractor seeks to charge a program fee from clients for services funded by Multnomah County, such fees must be on a sliding scale where \$0 is the beginning point of contribution. Under no circumstances is a client to be denied services for their inability to contribute a program fee for service funded under this Contract.

ADMINISTRATION

1. Contract Between Other Funding Sources and County. If Contractor is paid with funds COUNTY receives by contract from other funding sources, Contractor agrees to be bound by any applicable terms and conditions of those contracts.

2. Contractor Publicity. Contractor shall reference Multnomah County Department of County Human Services as a funding source in all flyers and brochures that advertise the contracted services program. Contractor should also reference the specific program area or service system, e.g., Schools Uniting Schools Uniting Neighborhoods (SUN) Community Schools, Energy and Weatherization, etc., funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County. In the case of SUN Community Schools, Contractor will follow SUN Community School Public Relations Guidelines for use of logos and tagline.

3. Fiscal, Administrative, and Audit Requirements.

- a. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administration Requirements, Oregon Administrative Rules, COUNTY financial procedures as contained in the *Countywide Contractor's Fiscal Policies and Procedures Manual* located at: <http://web.multco.us/finance/fiscal-compliance>, and applicable federal rules and regulations, including the Single Audit Act Amendment of 1996 (Public Law 104-156); other records shall be maintained to the extent necessary to clearly reflect any actions taken. 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 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 represents that prices and costs established for each service under this Contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this Contract, to conduct site visits and audits of all Contractor's books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by Contractor in providing such services under this Contract. Contractor further agrees to provide access to all books, documents, papers, and records of Contractor which are pertinent to this Contract, including all centralized systems and records, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the Contractor. If a Contract cost is disallowed after reimbursement has occurred, the Contractor shall make prompt repayment of such cost.
- c. Contractor may be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S administrative qualifications requirements as contained in the current version of the Administrative Requirements Packet.
- d. 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 conducted periodically as described in the COUNTY'S *Countywide Contractor's Financial 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.

- e. Contractor shall be subject to Audit Requirements pursuant to the COUNTY *Countywide Contractor's Financial Policies and Procedures Manual*. Audits must meet criteria outlined in these Procedures.
- f. 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 (1994 Revision), and rules 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.
- g. Contractor, if it is a state, local government or non-profit organization and a sub-recipient of federal funds, shall meet the audit requirements of OMB "Audits of States, Local Governments, and Non-Profit Organization", which implements the federal Single Audit Act Amendment of 1996, Public Law 104-156.

Limited Scope and Full Audits, including the Management Letter associated with the audit and all specifications identified in the COUNTY financial procedures (Contractor's Financial Policies and Procedures Manual) shall be submitted to the COUNTY within thirty (30) days from the date of the report, but in no case later than eight (8) months after the end of the Contractor's fiscal year. If Contractor's fiscal year ends during the term of this Contract, the audit may cover the Contractor's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

- h. In the event that funds become unavailable to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the Contract as appropriate. COUNTY shall notify Contractor as soon as it receives notice of reductions from the funding source(s).

4. Resolution of Audit Findings. Contractor shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations. If audit resolution guidance is not referenced for the scope of service or if guidance cannot be found in the statutes, then COUNTY shall allow Contractor to negotiate a timeline appropriate to the findings.

5. Indemnification of County Funding Source. In addition to Section 12 of the Standard Terms and Conditions of this Contract, if Contractor receives payment from funds received by COUNTY through contracts with the State or other external funding sources, the Contractor agrees to indemnify, defend, save and hold harmless the State of Oregon, other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of Contractor, its employees, agents, or subcontractors.

6. Indemnity and Hold Harmless. In addition to Section 12 of the Standard Terms and Conditions of this Contract, the Contractor shall defend, save, hold harmless, and indemnify the COUNTY, the schools and school districts in which they provide Schools Uniting Neighborhood (SUN) Community Schools services, their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever.

7. Independent Contractor Status. Contractor is an independent contractor and is solely responsible for the conduct of its programs. Contractor, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. Contractor is responsible for all federal, state, and local taxes and fees applicable to payments for services under this Contract.

8. Subcontracts and Assignment. Contractor expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. Contractor shall require its subcontractors to comply in writing with the terms of this agreement concerning provision of services and provide the same assurances as the Contractor must in its use of federal and state funds.

9. Insurance and Bonding. In addition to the insurance requirements identified in Exhibit 2:

- a. All property and equipment purchased and received by Contractor under this Contract must be insured by Contractor against fire, theft, and destruction to assure continuation of contract services.
- b. The schools and school districts in which the Contractor provides Schools Uniting Neighborhood (SUN) Community School services, its agents, officers, directors, officials, and employees are Additional Insureds with

respect to CONTRACTORS's services to be provided under this Contract.

- c. Contractor (except city, county, and state governments, municipalities, and public school districts) may be required to obtain and maintain at all times during the term of this Contract a fidelity bond (dishonesty policy) of not less than \$50,000 effective at the time the Contract commences, covering activities of all persons responsible for collection and expenditure funds.

10. Property Management. CONTRACTORS receiving funds specifically for property shall comply with the following:

- a. If Contractor purchases property valued at \$5000 or more, solely with State funds received under this Contract, that property belongs to the State. If Contractor purchases property valued at \$5000 or more, solely with County funds, that property belongs to the County. If Contractor purchases property valued at \$5000 or more, in whole or in part with Federal funds that property belongs to the Federal Government.
- b. Contractor shall maintain the property and a property control system in compliance with federal regulations, 45 CFR Part 74.30-74.37 Property Standards. A physical inventory shall be conducted annually to verify existence of the property, current use, and continued need for the property.
- c. Within forty-five (45) calendar days of Contract termination, Contractor shall transfer the property to COUNTY, state, or federal government, if so directed by the relevant funding source.
- d. Contractor is required to solicit and retain a minimum of three (3) written bids when making purchases of equipment or property valued at more than \$5,000 per item if Contractor is a non-governmental entity or more than \$10,000 if Contractor is a governmental entity.

11. Record Retention. In addition to Section 8 of the Standard Terms and Conditions of this Contract, access to records, all books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this Contract shall be retained for six years from the date of expiration or termination of Contract, except as follows:

- a. If any audit questions remain unresolved at the end of this six year period, all records shall be retained until resolution.
- b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.
- c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.
- d. Records for any displaced person shall be retained for six years after such person has received final payment.
- e. Records pertaining to each real property acquisition shall be retained for six years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.
- f. Records required to be maintained for periods longer than six years as required by statutes, regulations, State or federal codes.

12. Single Revenue Source. Contractor shall not be compensated for work performed under this Contract from any other COUNTY, state, or federal division or agency. Funding under this Contract shall not be used to reduce substantially the amount of private funding available for Contract services before Contract funds became available.

REPORTING AND DATA COLLECTION

1. Program Reporting Requirements.

- a. Contractor shall prepare and furnish such plans, demographic, service delivery and outcome data, reports, and descriptive information as may be requested by COUNTY. Contractor grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.
- b. Contractor shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

- c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed payment.
- d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program or by the deadline as described by the Program Instructions or whichever comes first.

2. Data Collection.

- a. CONTRACTORS receiving funding through the Divisions must participate in the ServicePoint data collection system or other data collection systems as determined by DCHS.
- b. All data shall be entered no later than the 15th calendar day of each month following the month services were provided.
- c. Contractor will assure that all minimum required questions or data fields are complete. Contractor is expected to make corrections to data as required by YFSD within seven (7) days. Failure to submit accurate data on time may lead to sanctions such as holding payment of invoices for service delivery or notice of failure to comply with contract.
- d. DCHS CONTRACTORS using ServicePoint agree to share client data with participating agencies, must complete and comply with the Agency Participation Agreement, and review and sign all relevant User Policy and Procedures forms developed under the auspices of NW Social Service Connections, a joint effort of the City of Portland and Multnomah County, for the purposes of using ServicePoint. In addition, CONTRACTORS using ServicePoint must inform clients of their data privacy rights and post a Privacy Notice in an area clearly visible to agency clients. Clients may not be denied services based on their choice to withhold their consent.

D. COMMUNITY DEVELOPMENT PROGRAM (CDBG PROGRAM) REQUIREMENTS

- 1. Client Eligibility.** Contractor shall operate the project for the benefit of low and moderate income families for the term of the Contract. Low income is defined as 50% of federal median family income. Moderate income is defined as 80% of federal median family income.
- 2. Environmental Review.** COUNTY retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by the federal Department of Housing and Urban Development Environmental Review Procedures (24 CFR Part 58). COUNTY may require Contractor to furnish data, information, and assistance for the COUNTY'S review and assessment in fulfillment of the COUNTY'S responsibilities under 24 CFR Part 58. Project execution under this Contract by either COUNTY or Contractor shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Act.
- 3. Program Income.** Contractor shall comply with the program income requirements set forth in 24 CFR Section 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this Contract. Program income shall be reported with any payment request and substantially disbursed for the benefit of the project(s) funded by this Contract in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to COUNTY for reallocation. COUNTY shall determine whether income is being used to continue or benefit the project(s) authorized by this Contract. Program income on hand when the Contract expires or received after the Contract's expiration shall be repaid to the COUNTY.
- 4. Project Operation.** Contractor agrees to maintain and operate the project(s) under this Contract for eligible activities pursuant to Department of Housing and Urban Development regulations. In the event the Contractor fails to so maintain and operate the project(s), the COUNTY may, at its option, take possession of the project(s) and operate and maintain the project(s) for any lawful purpose.

5. Property Interest.

- a. For agencies which are not municipal corporations, it may become necessary to grant the COUNTY a property interest where the project under contract calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements.
- b. If acting on behalf of the COUNTY, private nonprofit entities using federal Department of Housing and Urban Development (HUD) funds for the purposes described in 24 CFR, Section 570.201, will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.
- c. Upon expiration of the Contract, Contractor shall ensure that any real property under the Contractor's control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 is either:
 - i. Used to meet one of the national objectives in 24 CFR Section 570.901 until six years after expiration of the Contract; or
 - ii. Disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property.

6. Purchasing Requirements. To the greatest extent feasible, Contractor shall purchase supplies and services for activities under this Contract from vendors and contractors whose businesses are located in the area served by COUNTY funded activities or owned in substantial part by project area residents, per Section 3, Housing and Community Development Act of 1968, as amended.

7. CDBG Record Retention. Contractor shall maintain the following records for a period no less than six years after project closeout as reported in the annual performance report.

- Citizen participation records
- Equal opportunity records
- Other records as directed by County

Citizen participation records shall document:

- The process used to inform citizens concerning the amount of funds available and any substantive changes
- Ranges of project activities undertaken, and
- Opportunities to participate in funded projects.

Equal opportunity records shall document extent to which the following categories of persons have participated in or benefited from the activities carried out under this Contract:

- Racial
- Ethnic
- Female headed household data

Contractor shall also maintain data recording its affirmative action in equal opportunity employment and its good faith efforts to identify, train, or hire lower-income residents of the project area and to use business concerns which are located in or owned in substantial part by persons residing in the project area. (Federal requirement Section 3.)

Attachment B (without cultural responsiveness)
Department of County Human Services
Conditions Specific to Youth and Family Services Division

PROGRAM SERVICES

1. **Program Principles.** Services funded through the Department of County Human Services (DCHS) are:
 - g. Based in the community;
 - h. Focused upon support for families, children, and young people;
 - i. Customer-driven, based upon the strengths of program participants;
 - j. Intended to build the self-sufficiency and resiliency of program participants;
 - k. Integrated into the larger systems of social services; and
 - l. Provided in a manner that is culturally appropriate and relevant.

Contractor shall provide the services identified in this contract in a manner that is consistent with these principles.

2. **Confidentiality.** Contractor shall keep all client records confidential in accordance with State and federal statutes and rules governing confidentiality.

3. **Grievances.** Contractor must establish a system of written procedures through which a client or family member may present grievances about the operation of Contractor's services. Contractor shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting, distribution of the procedures in areas frequented by clients, and written documentation in client case file, as applicable. Contractor shall, upon request, provide advice to such persons as to the grievance procedure.

4. **Dispute Resolution**

- a. Contractor may submit a letter documenting any complaints or concerns about the terms of this Contract to:

DCHS Director/Director's Designee
Department of County Human Services
421 SW Oak St., Suite 240
Portland, OR 97204

- b. The responsible Director or Director's Designee shall call Contractor within 10 days of receipt of this letter to discuss the letter and schedule a meeting, if needed.
- c. The Director or Director's Designee shall issue a written decision within 15 days after receipt of the Contractor's letter.
- d. Contractor may appeal this decision in writing to the Director, Department of County Human Services, 421 SW Oak St., Ste. 240, Portland, OR 97204. Director or Director's Designee shall contact Contractor within 10 days of receipt of appeal letter to discuss the letter or set up a meeting, if requested, with Director or Director's Designee.
- e. The Director or Director's Designee shall issue a written decision within 15 days after receipt of Contractor's appeal letter. Decision of Director or Director's Designee is final; however, Contractor's who receive funding from the State of Oregon's Oregon Health Authority may seek mediation as described in OAR 309-014-0000 through 0040.
- f. Both COUNTY and CONTRATOR agree to demonstrate cooperation, mutual respect, and good faith in all aspects of the dispute resolution.

5. **Mandatory Reporting of Abuse and Neglect.** Contractor shall comply with child abuse (ORS 419B.005 - 419B.050 as amended), mentally ill and developmentally disabled abuse (ORS 430.731- 430.768) and elder abuse reporting laws (ORS 124.050 - 124.095) as if Contractor were a mandatory abuse reporter. Contractor shall immediately report to the proper

State or law enforcement agency circumstances (and such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

6. Monitoring and Enforcement.

- c. COUNTY is responsible for monitoring the activities of Contractor to ensure that all services provided by Contractor under this Contract conform to state, federal, and COUNTY standards and other performance requirements specified in the Contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.
- d. Contractor shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, or federal governments. Contractor shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, client records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this Contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, Contractor shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

7. Reporting and Investigation of Suspected Fraud and Embezzlement. Contractor shall report in writing the details of any cases of suspected fraud and embezzlement involving its employees or the employees of its subcontractors to the COUNTY not later than one working day after the date the alleged activity comes to Contractor's attention. The report shall describe the incidents and action being taken to resolve the problem. The report shall be sent to:

DCHS/Director's Designee
Department of County Human Services, Director's Office
421 SW Oak St., Suite 240
Portland, OR 97204

In cases of suspected fraud and embezzlement COUNTY'S funds and resources, Contractor shall be responsible for investigating cases involving its employees or employees of subcontractors. Contractor is responsible for referral to the proper legal authorities. COUNTY may assume control of any case not handled to the COUNTY'S satisfaction.

In cases of suspected fraud and embezzlement which do not involve funds and resources of the COUNTY, Contractor shall seek resolution of the problem. COUNTY may intervene in cases involving resources of clients served by Contractor.

COUNTY shall review all cases of suspected fraud or embezzlement whether or not COUNTY resources appear to be at risk. Contractor shall adopt and follow any internal control procedures, which the COUNTY decides are needed. Failure of the Contractor to adopt or follow such procedures will be considered a breach of the Contract and will be dealt with according to provisions in Section 5.c. of the Standard Terms and Conditions of this Contract.

8. Corrective Action. In addition to the remedies in paragraph 5 and 7 of the Standard Terms and Conditions of this Contract, if COUNTY finds Contractor not in compliance with Contract conditions, or identifies 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 notice to Contractor, impose sanctions, including, but not limited to, withholding funds, disallowance of costs, suspension of payments, or immediate termination of the Contract.

9. Operating Hours. Contractor shall notify COUNTY in writing, ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this Contract, or scheduled temporary closure. Contractor shall immediately notify COUNTY in the case of unanticipated or unexpected closures. Notification shall be made to:

Division Manager
Department of County Human Services
421 SW Oak St., Suite 200
Portland, OR 97204

10. Transition of Services. In the event that a Request for Proposal conducted during the fiscal year results in the award of the Contract to a different provider or COUNTY terminates or decides not to renew the Contract for any reason, Contractor agrees to make every reasonable effort to assure a smooth transition. Contractor shall take steps to assure that necessary copies of the original case files are transferred to the new Contractor, pursuant to federal/state regulations on confidentiality.

11. Employee/Volunteer/Family Member Participation in Service. Contractor must establish a written procedure through which Contractor's own employees, volunteers or family members of employees may access services provided by Contractor. Contractor shall provide these written procedures to the COUNTY and shall make them accessible upon request and available for employees, volunteers and family members of employees.

12. Gender Parity. Contractor agrees to establish written policies and procedures, which reflect Contractor's recognition that females and males under the age of eighteen (18) have unique programming needs. Contractor shall promote gender parity and equality in service design; however prevention and treatment services may appear very different depending on the gender of the individual for whom the service is being delivered.

13. Harassment Prevention and Education. Contractor shall have written policies designed to prevent harassment of program participants based on sex or gender identity. The policies shall include specific measures for investigating all allegations of such harassment. The policies also shall include measures designed to provide educational and other support to victims of harassment and sexual violence. The policies shall specify procedures available to victims of harassment and their families to safely report any incident of real or perceived harassment.

14. Service Standards.

- a. Contractor shall provide, as a minimum service performance standard, at least 80 percent of planned service levels unless COUNTY states otherwise. Failure to perform at least at 80 percent may cause the COUNTY to take corrective action, including service level adjustment, allocation/funding amount revision, or Contract termination.
- b. Contractor accepts responsibility for projecting monthly service levels and expenses to maintain service provision at mutually agreed upon levels throughout the contract period, unless otherwise specified by COUNTY.
- c. Contractor agrees to develop and maintain an Emergency Management Plan that ensures the most vulnerable residents of Multnomah County receive essential services when an emergency event occurs. CONTRACTORS' written plan must include response components as outlined in the "Guide for Emergency Management Planning for Community Services Contractors" incorporated herein by this reference. Guide is located at: <http://web.multco.us/dchs-community-services>.
- d. Contractor agrees to provide its agency's social service information to the 211info community resource organization. Contractor shall ensure that 211info is provided with current information such as: agency contact information, operating hours, and services available to the community offered by agency. Contractor agrees to update 211 info when service availability changes occur at agency within five (5) days.
- e. Contractor shall provide services under this Contract only in Multnomah County. Contractor shall ensure the involvement of customer representatives for its services, in significant decision-making roles within the contractor organization, e.g., low income people for anti-poverty services, youth for youth-oriented services.
- f. Contractor shall maintain a high level of involvement in the community for the purposes of building community strengths and supporting social change. Contractor recognizes that planning with COUNTY, state, and local agencies is essential to the success of a coordinated service delivery system. Contractor agrees to attend and participate in meetings and planning efforts scheduled by COUNTY, to provide all data which may be required by COUNTY, and to adjust its program as necessary to achieve compliance with programmatic goals of COUNTY and applicable funding sources.
- g. Access to services offered through the Youth and Family Services (YFS) must be equally available for all residents in Multnomah County. Therefore, Contractor must implement a "No Wrong Door" Policy when providing services under this contract. The No Wrong Door Policy must require Contractor to abide by the following protocol when approached by an individual for services: (1) provide the appropriate services for which the individual or household qualifies; if services for which the individual or household are qualified are unavailable or impractical, Contractor must (2) direct the individual or household to a more convenient service provider; and if an alternative service provider is not available, then the Contractor must (3) problem solve with the individual to determine if other services might be available. In no circumstance may Contractor deny services or assistance to an individual or household in violation of the Service Contract.
- h. Contractor agrees to attend the provider network meeting(s) associated with the program(s) under Contract. Contractor representatives at network meetings shall have the responsibility and authority to update the COUNTY on Contractor's activities that have an impact on the contracted program.

- i. Contractor shall assure access to information about its services to all clients potentially eligible for the services provided under this Contract.
- j. Contractor shall ensure that access to program services is available to all eligible county residents without regard to age, race, ethnicity, sex, or gender identity or sexual orientation.
- k. Contractor shall ensure that its employees are adequately trained to carry out the activities required under this Contract and, if applicable to the program, shall verify that its employees are processing any eligibility determinations and service authorizations correctly.
- l. Contracted services shall be provided in accordance with all applicable Program Instructions.
- m. In all cases where Contractor seeks to charge a program fee from clients for services funded by Multnomah County, such fees must be on a sliding scale where \$0 is the beginning point of contribution. Under no circumstances is a client to be denied services for their inability to contribute a program fee for service funded under this contract.

ADMINISTRATION

3. Contract Between Other Funding Sources and County. If Contractor is paid with funds COUNTY receives by contract from other funding sources, Contractor agrees to be bound by any applicable terms and conditions of those contracts.

4. Contractor Publicity. Contractor shall reference Multnomah County Department of County Human Services as a funding source in all flyers and brochures that advertise the contracted services program. Contractor should also reference the specific program area or service system, e.g., Schools Uniting Schools Uniting Neighborhoods (SUN) Community Schools, Energy and Weatherization, etc., funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County. In the case of SUN Community Schools, Contractor will follow SUN Community School Public Relations Guidelines for use of logos and tagline.

3. Fiscal, Administrative, and Audit Requirements.

- a. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administration Requirements, Oregon Administrative Rules, COUNTY financial procedures as contained in the *Countywide Contractor's Fiscal Policies and Procedures Manual* located at: <http://web.multco.us/finance/fiscal-compliance>, and applicable federal rules and regulations, including the Single Audit Act Amendment of 1996 (Public Law 104-156); other records shall be maintained to the extent necessary to clearly reflect any actions taken. 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 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 represents that prices and costs established for each service under this Contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this Contract, to conduct site visits and audits of all Contractor's books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by Contractor in providing such services under this Contract. Contractor further agrees to provide access to all books, documents, papers, and records of Contractor which are pertinent to this Contract, including all centralized systems and records, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the Contractor. If a Contract cost is disallowed after reimbursement has occurred, the Contractor shall make prompt repayment of such cost.
- c. Contractor may be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S administrative qualifications requirements as contained in the current version of the Administrative Requirements Packet.
- d. 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 conducted periodically as described in the

COUNTY'S *Countywide Contractor's Financial 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.

- e. Contractor shall be subject to Audit Requirements pursuant to the *Countywide Contractor's Financial Policies and Procedures Manual*. Audits must meet criteria outlined in these Procedures.
- f. 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 (1994 Revision), and rules 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.
- g. Contractor, if it is a state, local government or non-profit organization and a sub-recipient of federal funds, shall meet the audit requirements of OMB "Audits of States, Local Governments, and Non-Profit Organization", which implements the federal Single Audit Act Amendment of 1996, Public Law 104-156.

Limited Scope and Full Audits, including the Management Letter associated with the audit and all specifications identified in the COUNTY financial procedures (Contractor's Financial Policies and Procedures Manual) shall be submitted to the COUNTY within thirty (30) days from the date of the report, but in no case later than eight (8) months after the end of the Contractor's fiscal year. If Contractor's fiscal year ends during the term of this Contract, the audit may cover the Contractor's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

- h. In the event that funds become unavailable to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the Contract as appropriate. COUNTY shall notify Contractor as soon as it receives notice of reductions from the funding source(s).

4. Resolution of Audit Findings. Contractor shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations. If audit resolution guidance is not referenced for the scope of service or if guidance cannot be found in the statutes, then COUNTY shall allow Contractor to negotiate a timeline appropriate to the findings.

5. Indemnification of County Funding Source. In addition to Section 12 of the Standard Terms and Conditions of this Contract, if Contractor receives payment from funds received by COUNTY through contracts with the State or other external funding sources, the Contractor agrees to indemnify, defend, save and hold harmless the State of Oregon, other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of Contractor, its employees, agents, or subcontractors.

6. Indemnity and Hold Harmless. In addition to Section 11 of the Standard Terms and Conditions of this Contract, the Contractor shall defend, save, hold harmless, and indemnify the COUNTY, the schools and school districts in which they provide Schools Uniting Neighborhood (SUN) Community Schools services, their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever.

7. Independent Contractor Status. Contractor is an independent contractor and is solely responsible for the conduct of its programs. Contractor, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. Contractor is responsible for all federal, state, and local taxes and fees applicable to payments for services under this Contract.

8. Subcontracts and Assignment. Contractor expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. Contractor shall require its subcontractors to comply in writing with the terms of this agreement concerning provision of services and provide the same assurances as the Contractor must in its use of federal and state funds.

9. Insurance and Bonding. In addition to the insurance requirements identified in Exhibit 2:

- a. All property and equipment purchased and received by Contractor under this Contract must be insured by Contractor against fire, theft, and destruction to assure continuation of contract services.

- b. The schools and school districts in which the Contractor provides Schools Uniting Neighborhood (SUN) Community School services, its agents, officers, directors, officials, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract.
- c. Contractor (except city, county, and state governments, municipalities, and public school districts) may be required to obtain and maintain at all times during the term of this Contract a fidelity bond (dishonesty policy) of not less than \$50,000 effective at the time the Contract commences, covering activities of all persons responsible for collection and expenditure funds.

10. Property Management. Contractor receiving funds specifically for property shall comply with the following:

- e. If Contractor purchases property valued at \$5,000 or more, solely with State funds received under this Contract, that property belongs to the State. If Contractor purchases property valued at \$5,000 or more, solely with COUNTY funds, that property belongs to the COUNTY. If Contractor purchases property valued at \$5,000 or more, in whole or in part with Federal funds that property belongs to the Federal Government.
- f. Contractor shall maintain the property and a property control system in compliance with federal regulations, 74.30-74.37 Property Standards. A physical inventory shall be conducted annually to verify existence of the property, current use, and continued need for the property.
- g. Within forty-five (45) calendar days of contract termination, Contractor shall transfer the property to COUNTY, state, or federal government, if so directed by the relevant funding source.
- h. Contractor is required to solicit and retain a minimum of three (3) written bids when making purchases of equipment or property valued at more than \$5,000 per item if Contractor is a non-governmental entity, or more than \$10,000 if Contractor is a governmental entity.

11. Record Retention. In addition to Section 8 of the Standard Terms and Conditions of this Contract, access to records, all books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this Contract shall be retained for six years from the date of expiration or termination of Contract, except as follows:

- g. If any audit questions remain unresolved at the end of this six year period, all records shall be retained until resolution.
- h. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.
- i. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.
- j. Records for any displaced person shall be retained for six years after such person has received final payment.
- k. Records pertaining to each real property acquisition shall be retained for six years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.
- l. Records required to be maintained for periods longer than six years as required by statutes, regulations, State or federal codes.

12. Single Revenue Source. Contractor shall not be compensated for work performed under this Contract from any other COUNTY, state, or federal division or agency. Funding under this Contract shall not be used to reduce substantially the amount of private funding available for Contract services before Contract funds became available.

REPORTING AND DATA COLLECTION

1. Program Reporting Requirements.

- e. Contractor shall prepare and furnish such plans, demographic, service delivery and outcome data, reports, and descriptive information as may be requested by COUNTY. Contractor grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

- f. Contractor shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.
- g. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed payment.
- h. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program or by the deadline as described by the Program Instructions or whichever comes first.

2. Data Collection.

- a. Contractors receiving funding through the Divisions must participate in the ServicePoint data collection system or other data collection systems as determined by DCHS.
- b. All data shall be entered no later than the 15th calendar day of each month following the month services were provided.
- c. Contractor will assure that all minimum required questions or data fields are complete. Contractor is expected to make corrections to data as required by YFSD within seven (7) days. Failure to submit accurate data on time may lead to sanctions such as holding payment of invoices for service delivery or notice of failure to comply with contract.
- d. DCHS Contractors using ServicePoint agree to share client data with participating agencies, must complete and comply with the Agency Participation Agreement, and review and sign all relevant User Policy and Procedures forms developed under the auspices of NW Social Service Connections, a joint effort of the City of Portland and Multnomah County, for the purposes of using ServicePoint. In addition, Contractors using ServicePoint must inform clients of their data privacy rights and post a Privacy Notice in an area clearly visible to agency clients. Clients may not be denied services based on their choice to withhold their consent.

D. COMMUNITY DEVELOPMENT PROGRAM (CDBG PROGRAM) REQUIREMENTS

8. Client Eligibility. Contractor shall operate the project for the benefit of low and moderate income families for the term of the Contract. Low income is defined as 50% of federal median family income. Moderate income is defined as 80% of federal median family income.

9. Environmental Review. COUNTY retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by the federal Department of Housing and Urban Development Environmental Review Procedures (24 CFR Part 58). COUNTY may require Contractor to furnish data, information, and assistance for the COUNTY'S review and assessment in fulfillment of the COUNTY'S responsibilities under 24 CFR Part 58. Project execution under this Contract by either COUNTY or Contractor shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Act.

10. Program Income. Contractor shall comply with the program income requirements set forth in 24 CFR Section 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this Contract. Program income shall be reported with any payment request and substantially disbursed for the benefit of the project(s) funded by this Contract in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to COUNTY for reallocation. COUNTY shall determine whether income is being used to continue or benefit the project(s) authorized by this Contract. Program income on hand when the Contract expires or received after the Contract's expiration shall be repaid to the COUNTY.

11. Project Operation. Contractor agrees to maintain and operate the project(s) under this Contract for eligible activities pursuant to Department of Housing and Urban Development regulations. In the event the Contractor fails to so maintain and operate the project(s), the COUNTY may, at its option, take possession of the project(s) and operate and maintain the project(s) for any lawful purpose.

12. Property Interest.

- a. For agencies which are not municipal corporations, it may become necessary to grant the COUNTY a property interest where the project under contract calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements.
- b. If acting on behalf of the COUNTY, private nonprofit entities using federal Department of Housing and Urban Development (HUD) funds for the purposes described in 24 CFR, Section 570.201, will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.
- c. Upon expiration of the Contract, Contractor shall ensure that any real property under the Contractor's control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 is either:
 - i. Used to meet one of the national objectives in 24 CFR Section 570.901 until six years after expiration of the Contract; or
 - ii. Disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property.

13. Purchasing Requirements. To the greatest extent feasible, Contractor shall purchase supplies and services for activities under this Contract from vendors and contractors whose businesses are located in the area served by COUNTY funded activities or owned in substantial part by project area residents, per Section 3, Housing and Community Development Act of 1968, as amended.

14. CDBG Record Retention. Contractor shall maintain the following records for a period no less than six years after project closeout as reported in the annual performance report.

- Citizen participation records
- Equal opportunity records
- Other records as directed by COUNTY

Citizen participation records shall document:

- The process used to inform citizens concerning the amount of funds available and any substantive changes
- Ranges of project activities undertaken, and
- Opportunities to participate in funded projects.

Equal opportunity records shall document extent to which the following categories of persons have participated in or benefited from the activities carried out under this contract:

- Racial
- Ethnic
- Female headed household data

Contractor shall also maintain data recording its affirmative action in equal opportunity employment and its good faith efforts to identify, train, or hire lower-income residents of the project area and to use business concerns which are located in or owned in substantial part by persons residing in the project area. (Federal requirement Section 3.)

Attachment C

PROGRAM GENERAL CONDITIONS DOMESTIC AND SEXUAL VIOLENCE COORDINATION OFFICE (DSVCO)

All services will be provided as outlined in the RFPQ, Domestic Violence Victim Services. In particular, services will reflect the requirements and values as described in Section 1.12 Minimum Requirements; Section 2.2 Goals, Values and Other Important Considerations; and Section 2.3 Scope of Services.

1. SERVICE STANDARDS:

- a. Contractor's policies and procedures must assure that victims are treated with respect and can easily access and maintain services with the optimal assurance of safety and success.
- b. The primary client/participant population to be served will be women and their children who are fleeing domestic violence. No less than 80% will be living in Multnomah County.
- c. Domestic violence services must be available to participants living anywhere in Multnomah County. Services may be delivered in a variety of locations, such as: the Contractor's office, participant's home, a school site, or a safe location. Location of Contractor must not present a barrier to the delivery of these services, except where safety is a concern (e.g., if client's abuser lives, works or frequents an area around the shelter). Service locations must be physically accessible for persons with disabilities or physical limitations. Intake procedures must not present a barrier to accessing services.
- d. Contractor will provide services at a minimum 80% of the contracted service level as identified in the RFPQ proposal or Exhibit 1: A Statement of Work. DSVCO reserves the right to reallocate funds if the 80% standard is not met.
- e. Contractor will have written policies and procedures governing the management of the service, including managing the program in compliance with federal and state rules and regulations, and the requirements of this contract and the RFPQ (see 1.12), . Contractor will ensure that staff adheres to written policies and procedures in the delivery of services.
- f. Contractor shall provide all services in accordance with the RFPQ and their response to that RFPQ, which are incorporated herein by this reference. In the event of a conflict between this document and the RFPQ or the Contractor's Response to the RFPQ, the terms of this contract shall control.
- g. Contractor will encourage and provide the opportunity for participants to attend domestic violence support groups and other life skill-building educational groups, in addition to services funded through this Contract, through either direct service delivery or referral.
- h. Contractor is encouraged to network with or collaborate with other service providers and community programs in order to facilitate participants' access to other needed services not provided by Contractor.
- i. Contractor will assure that services are documented in individual participant/client case files that meet the minimum standards outlined in the DSVCO case file standards (attached and available at <https://multco.us/file/11157/download>).
- j. Contractor must provide DSVCO with written notice of planned program closures of more than 24 hours, changes in service hours, or significant program or staff changes no less than 30 days prior to closure or service delivery change. DSVCO must be notified with 24 hrs of emergency closures.

2. TRAINING:

- a. Contractor will ensure that all employees, interns and volunteers are adequately trained to carry out the activities required under this contract. At a minimum, all employees, interns or volunteers must meet the minimum training requirements for domestic violence and sexual assault services established by Oregon Department of Human Services through the Domestic and Sexual Violence Services Fund Advisory Committee (attached and available at http://arcweb.sos.state.or.us/pages/rules/oars_100/oar_137/137_085.html). Contractor will also ensure that staff is trained in all policies and procedures as indicated in the RFPQ. Additional training may be required for specific projects or positions.

3. CONFIDENTIALITY & SAFETY:

- a. Contractor will maintain written confidentiality policies that are in compliance with all state and federal laws and administrative rules, and in accordance with any standards issued by DSVCO, including but not limited to:
 - Written policies and procedures that assure confidentiality of personally identifying information for program participants and their children, as well as confidentiality of information that could compromise the safety of the participants or their children, or interfere with establishing or maintaining the trust needed between the participant and the program in order to provide effective services. Confidentiality policies and practices must meet the requirements of Violence Against Women Act (VAWA).
 - Clients receive written information about the agency's confidentiality policies, including an explanation of the Contractor's procedures for responding to subpoenas for client files or other personally identifying client information.
 - The Contractor will have and implement a written policy, approved by DSVCO, relating to subpoenas that protects the confidentiality of victim information and the safety of the victim. Any changes to agency policy related to subpoenas must have prior approval from DSVCO.
 - All employees, interns and volunteers receive training and supervision to ensure that they adhere to Contractor's confidentiality policies.
- b. Contractor is **prohibited** from any activities that may compromise victim safety, such as the following:
 - Implementing procedures, policies or practices that compromise the confidentiality of program participants.
 - Implementing facility procedures and policies that fail to account for physical safety issues.
 - Sponsoring or encouraging alternative dispute resolution, mediation, joint counseling or other joint victim-perpetrator services as a response to domestic violence.
 - Promoting procedures that would require program participants to seek legal sanctions against their abusers (e.g., seek a protection order, or file formal complaint) in order to receive services.
- c. Contractor will **assure** the use of a domestic violence risk assessment and safety planning for all participants and their accompanying children.

4. COLLABORATIVE RELATIONSHIPS:

- a. Contractor will be involved in community planning, system improvements and the development of a coordinated community response to domestic violence, which includes domestic violence victim services, law enforcement, the criminal and civil justice system, health care, social services, faith community, and public- and school-based education and prevention. To this end, the Contractor will actively participate in the Tri-County Domestic and Sexual Violence Intervention Network, the Multnomah County Family Violence Coordinating Council and, if required by DSVCO, other collaborative planning meetings.
- b. Contractor will participate in coordination efforts within the domestic violence victim services/intervention system, including identifying and addressing unmet needs, gaps in services and system barriers; and follow-up on system barriers/problems/issues.
- c. Contractor will network and coordinate with Culturally Responsive and Specific, shelters and other Contractor's under this RFPQ to provide co-advocacy and culturally appropriate services and to expedite cross referrals.
- d. In order to enhance the well-being and stability of the participant and their family, the Contractor will have relationships with both the domestic violence service system, as well as outside of the system, such as with agencies/businesses that provide housing, employment or financial assistance, criminal justice intervention, or other services.
- e. Contractor will assist the County in evaluating the effectiveness of this service.

5. REPORTING AND RECORD-KEEPING

- a. Contractor, unless given a written waiver by DSVCO, must enter required data in ServicePoint or other reporting database identified by DSVCO. Contractor is strongly encouraged to enter data weekly so that the County has access to it for planning, data quality and evaluation purposes. All data entry must be completed no later than the 15th of each month following service delivery. Contractor will assure that all minimum

required questions or data fields are complete. Contractor is expected to make corrections to data as requested by DSVCO within 7 days. Failure to submit accurate data on time may lead to sanctions such as holding payment of invoices for service delivery or notice of failure to comply with contract.

- b. If Contractor is granted a written waiver from the reporting database identified by DSVCO, Contractor will assure that DSVCO will be provided sufficiently detailed reports necessary to assure data quality, to assist in system planning, or to assess qualitative differences in program performance, such as variations in outcomes for participants from different demographic backgrounds.
- c. Contractor will use the unique identifier generated by the client ID encoder program provided by DSVCO for all data entry into ServicePoint. No client names, addresses, Social Security numbers or other personally identifying should ever be entered reporting database that Multnomah County has access to.
- d. Contractor will participate in training, planning and development meetings that relate to data collection as required.
- e. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit accurate required reports (including ServicePoint or other required reporting database) may result in the withholding or reduction of payments under this contract. Such withholding of payment for cause may continue until Contractor submits accurate reports or establishes to the County's satisfaction that such failure was due to causes beyond the control and without the fault or negligence of Contractor.
- f. Contractor will maintain all relevant information that documents services provided to participants under this RFPQ, including participant case files, proof of service delivery and compliance with fiscal requirements or other program requirements for a minimum of 6 years after participant exit or the end of grant funding, whichever is longer.

Attachment C-1
Multnomah County Domestic and Sexual Violence Coordinator's Office
Client File Standards

Procedure: Client files are required as per program instructions. At a minimum, case files should be created by the third interaction with client.

When a client file is required, minimum client file standards include:

Information Required	Examples
General Client Information	Agency intake including emergency contact and demographics of all family members.
Assessment Information	Primary (Strength Based) Assessment form. (Needs to be completed within first 2 weeks)
Service Plan / Case Plan	Identify goals related to assessment with measurable activities (should be tied to reason we are funding the program)
Program Service Contract including Participants Rights and Responsibilities	Should include expectations of both the client and the agency and program staff.
Progress Notes / Case Notes Service logs with details	Notes show dates, staff ID, length of time spent with client, brief summary of interactions with client, services provided, referrals made, and advocacy contacts made on their behalf.
Required Documents	Explanation of Grievance Procedures, explanation of Client Confidentiality, copy of Safety Plan developed with the client, any signed authorizations for Release of Information with end date of no more than 90 days, Participant Rights and Termination Summary/Exit Information.
Client Assistance Information	Supporting documents for client assistance amounts such as copies of check requests and related receipts, copies of Clearinghouse forms, petty cash receipts.
Specific forms required per Program Instructions or Program Manuals	Examples include HUD forms, Immunization status, Housing Assistance Program Policies and Procedures Manual, Housing Stabilization forms.
Other forms related to client services or for safekeeping	Examples include co-case management agreements, advocacy agreements, applications for other assistance, other forms directly related to client and service provision. Safekeeping documents such as birth certificates or other information should only be done at client request.

SERVICE LOGS:

Procedure: Client files are not required in all instances (refer to program instructions).

Examples:

- Information and referral
- Outreach (less than 3 interactions)
- Education/support groups
- Recreational activities
- One-time-only assistance not requiring case management
- Emergency one-night vouchers. NOTE: Clearinghouse requires case management and case files for clients receiving voucher other than emergencies. Refer to Clearinghouse instructions.

When a client file is not required, the minimum information required includes:

Information Required	Examples
Client Name	Client assistance provided per service type
Attendance log	Attendance log with dates, by type of service, such as education/support group, recreation activities, workshops, one-time outreach

Attachment C-2

DEPARTMENT OF HUMAN SERVICES GRANT AGREEMENT

EXHIBIT A

Part 1

COMMON PROGRAM DESCRIPTION

III. General Performance Standards.

A. Training Requirements for Staff and Volunteers in Domestic Violence and Sexual Assault Services:

1. Goals, Objectives and Outcomes of Grant Agreement Requirements for Training:

- a. Provide high quality and consistent Domestic Violence, Sexual Assault, Dating Violence and Stalking services throughout Oregon by having well-educated and skilled staff and volunteers,
- b. Increase consistency services throughout Oregon,
- c. Establish a uniform base of proficiency and skill in responding to all three issues of domestic violence, sexual assault and stalking, across all programs, regardless of the type of agency,
- d. Promote best practices to enhance survivor/victim safety and empowerment,
- e. Provide opportunity for programs to evaluate staff/volunteer's capacity to provide effective services and empower survivors/victims,
- f. Provide accountability within program by establishing expectations for staff and volunteers,
- g. Provide accountability to funders,
- h. Give staff/volunteers increased knowledge, skills, capacity and resources to provide effective Domestic Violence, Sexual Assault, Dating Violence and Stalking services, provide safe options and empower survivors/victims,
- i. Measures to document training objectives include:
 - i. Staff and volunteers demonstrate appropriate knowledge, skills and capacity to respond to survivors of domestic violence, sexual assault, dating violence and stalking,
 - ii. Staff and volunteers report they feel capable to respond to survivors of domestic violence, sexual assault, dating violence and stalking,
 - iii. Survivors report satisfaction with services and responses.

2. Individuals required to have Training:

Staff and volunteers who provide direct services must complete the required training prior to having unsupervised contact with survivors/victims. Job shadowing as part of the training is allowed.

- a. Programs may waive parts of the training for new staff/volunteers who have completed training through other domestic violence and sexual assault programs or volunteer trainings if the program:
 - i. Contacts the original agency to verify training,
 - ii. Documents that it meets the training requirements.
- b. If the prospective staff/volunteer has not volunteered or been employed within the last 2 years, they must go through the training.

3. Length of Training

- a. Training will be a minimum of forty (40) hours for phone responders. All topics are equally important. There is no required number of hours per topic; however, it is anticipated each topic would have approximately 2 hours.
- b. Training does not need to be provided in the order of content areas listed below. Content areas may be combined. Programs must demonstrate training is adequate in all content areas for staff/volunteers to meet the training objectives and the assessed needs of the program.

- c. In addition, those staff/volunteers providing in-person services shall receive an additional 10 hours of training including topics requested by staff/volunteers as needing more in-depth attention and crisis response, medical and legal advocacy.
- d. The recommended training format is group training. Structured job shadowing and self-study with staff follow-up may be included as part of the overall hours. One-on-one training is allowable if necessary, but programs are encouraged to follow-up with group experiences through conferences, training institutes such as the Sexual Assault Training Institute and the State Victims Academy, and other appropriate options.

4. Content of Training

- a. Overview of Violence against Women and Interpersonal Violence. Staff and volunteers will understand the types of violence. Content will cover:
 - i. Definitions and dynamics of domestic violence, sexual assault, dating violence, stalking and other inter-personal violence,
 - ii. Commonalities and differences between types of violence,
 - iii. How types of violence inter-connect and intersect,
 - iv. How the causes and effects of violence against women cross individual, community, cultural, institutional and societal levels (ecological model),
 - v. Basic safety planning for each type of violence against women.
- b. **Anti-Oppression, Anti-Racism, Cultural Competency Theory and Practice.** Staff and volunteers will understand the theoretical dynamics of oppression; the dynamics and effects of domestic violence; sexual assault, dating violence and stalking in different populations; how oppressions impact survivors; and address how to effectively provide services to different populations. Content will cover:
 - i. Dynamics of oppression, power and control,
 - ii. How oppressions are interconnected,
 - iii. How oppression reinforces social support of violence against women,
 - iv. The effect of dominant culture assumptions on survivors and service delivery,
 - v. Strategies to interrupt oppressive actions and words,
 - vi. Demographics and needs of the local community,
 - vii. Strategies to overcome barriers and provide equitable, accessible and appropriate services, and,
 - viii. Effects of violence on diverse populations.

Populations include same-sex, African-American, Asian and SE Asian, Latinas or Hispanic, Pacific Islander, Native American, People with Disabilities, Elders, Male survivors.

- c. **Definition and Dynamics of Domestic Violence:** Staff and volunteers will understand and be able to describe domestic violence. Content will cover:
 - i. Legal and programmatic definitions of domestic violence,
 - ii. Types of domestic violence (physical, sexual, emotional, financial, etc.),
 - iii. Dynamics of domestic violence, including myths and facts, statistics and prevalence,
 - iv. Dynamics of dating violence, including myths and facts, statistics and prevalence,
 - v. Historical and social context (including blaming the victim, gender-role stereotypes, power differentials, cultural and individual beliefs),
 - vi. Basis of power and control (see section on abusers below),
 - vii. Domestic violence as an individual choice by batterer supported by societal and institutional norms,
 - viii. Barriers to leaving,
 - ix. Coping strategies of survivors/victims,
 - x. Intersection with other issues,
 - xi. Range of safety strategies,

- d. **Definition and Dynamics of Sexual Assault:** staff and volunteers will understand and be able to describe sexual assault. Content will cover:

- i. Legal and programmatic definitions of sexual assault including that committed by strangers and by non-strangers (acquaintances, intimate partners, etc.),
- ii. Types of sexual assault including childhood sexual abuse and adults molested as children,
- iii. Dynamics of sexual assault including rape myths and facts, statistics and prevalence, drug-facilitated sexual assault,
- iv. Historical and social context (rape culture including blaming the victim, gender-role stereotypes, power differentials, cultural and individual beliefs),
- v. Basis of power and control (see section on offenders below),
- vi. Range of safety strategies,
- vii. Strategies to address local needs and provide accessible and appropriate responses to diverse groups.

Definition and Dynamics of Sexual Harassment:

- e. **Stalking:** Staff and volunteers will be able to identify stalking behavior and provide appropriate resources and referrals. Content will cover:

- i. Definitions and dynamics of stalking,
- ii. Types of stalkers (offender known to victim, offender in previous relationship to victim, offender unknown to victim),
- iii. Stalking behaviors including cyber-stalking and electronic surveillance,
- iv. Stalking (and other) protective orders,
- v. Criminal prosecution,
- vi. Civil suit,
- vii. Range of safety strategies including phone and computer safety, legal remedies, relocation and name change,
- viii. Strategies to address local needs and provide accessible and appropriate responses to diverse groups.

- f. **Effects on Survivor/Victims and Trauma:** Staff and volunteers will learn possible effects of domestic violence, sexual assault and stalking and learn to mitigate the impact of the trauma on survivors, their families & friends (secondary victimization). Content will cover:

- i. Trauma from single and cumulative trauma including childhood physical and sexual abuse, recent or past domestic violence, recent or past sexual assault,
- ii. Range of possible survivor responses and coping strategies including fear, re-experiencing (physical reactions, flashbacks, nightmares), intrusive memories, being triggered, difficulty concentrating, being very calm, being very agitated, depression, blaming oneself, hyper-vigilance, hyper-arousal, sleeplessness, substance abuse, etc.,
- iii. Strategies to mitigate or reduce trauma,
- iv. Intersections with other issues (mental health, disabilities, alcohol and drugs, etc.);
- v. Dynamics of suicide and suicide intervention,
- vi. Additional barriers for immigrants, people of color, rural populations, elders, children and youth, Lesbian, Gay, Bi-Sexual, Trans-gendered, Queer (LGBTQ), and people with disabilities,
- vii. Strategies to address local needs and provide accessible and appropriate responses to diverse groups.

- g. **Adults Molested As Children (AMAC):** Staff and volunteers will learn to recognize the effects of childhood sexual abuse on adults and give appropriate referrals. Content will cover:

- i. Effects of childhood sexual abuse on adult survivor/victims,
- ii. Potential triggers,
- iii. Identification of issues,

- iv. Ways to support healing,
 - v. Appropriate referrals.
- h. **Effects of Exposure to Violence on Children.** Staff and volunteers will understand how violence impacts children and ways to mitigate its impact. Content will cover:
- i. Risks associated with children witnessing domestic and other types of violence,
 - ii. Range of behavioral and emotional response,
 - iii. Factors that assist a child in developing and strengthening resilience,
 - iv. Healthy and unhealthy strategies children use to cope,
 - v. Safety planning with children,
 - vi. Talking with children about domestic violence,
 - vii. What is Child Abuse and Child abuse reporting (refer to DHS Booklet What You Can Do About Child Abuse).
- i. **Dynamics of Domestic Violence abusers:** Staff and volunteers will understand power and control and the dynamics of abuser behavior. Content will cover:
- i. Domestic violence as an individual choice by batterer supported by societal and institutional norms,
 - ii. Tactics of power and control,
 - iii. Battering is the systematic use of abusive behaviors aimed at maintaining power and control in a relationship
 - iv. Battering behaviors include:
 - 1. Intimidations,
 - 2. Emotional abuse, put downs, name calling, etc.,
 - 3. Threat of violence,
 - 4. Use of violence,
 - 5. Using children (and pets),
 - 6. Using finances,
 - 7. Using male privilege,
 - 8. Sexual abuse/violence and using sex as a reward or punishment.
 - v. Domestic Violence is not an anger problem,
 - vi. Domestic Violence is not caused by alcohol and drug use or abuse,
 - vii. Warning signs of abusers,
 - viii. How batterers use children,
 - ix. Ways batterers get others to collude with them,
 - x. Criminal thinking patterns.
- j. **Dynamics of Sexual Offenders:** Staff and volunteers will learn a basic framework for understanding the methods, underlying motivations and actions of sex offenders. Content will cover:
- i. The fundamental root cause of sexual assault is entitlement and the expectation of gratification,
 - ii. The role of sexism and oppression in sexual assault,
 - iii. Use of broadly accepted strict gender roles and stereotypes by sex offenders to justify sexual violence and abuse,
 - iv. Selection of individuals by sex offenders who they perceive to be accessible, vulnerable and lacking in credibility,
 - v. Myths and stereotypes about sex offenders (crazy, no consensual sex, miscommunication etc.) and the facts,
 - vi. Motivations of sex offenders including sex, power, humiliation, and violence, and

vii. Types of sex offenders.

k. **Vicarious Traumatization and Self Care:** Staff and volunteers will learn skills to minimize vicarious traumatization. Content will cover:

- i. What is vicarious trauma,
- ii. Signs of vicarious trauma,
- iii. Techniques for self-care, and
- iv. How to access support.

l. **Advocacy and Crisis Response:**

Volunteers and staff will know the system response to domestic violence, sexual assault and stalking including roles of responders and community protocols; be able to support a survivor through medical, legal and other processes; give accurate information; assess the safety and other needs of the survivors; be knowledgeable of resources and give appropriate referrals; provide peer support; and empower the survivor/victim to make her/his own choices. Content will cover:

- i. Crisis dynamics and strategies to address crisis,
- ii. Safety assessment and safety planning, including information about the risks of technology
- iii. Relevant criminal and civil laws,
- iv. Juvenile justice system response, including Child Welfare
- v. Protective orders, including Family Abuse Protective Order, Elderly/Disabled Persons Abuse Prevention Act, stalking orders, no-contact release agreements and others,
- vi. Immigration issues including eligibility for services, Violence Against Women Act (VAWA) self-petitioning, and appropriate referrals for immigration assistance,
- vii. Tribal laws and Tribal courts,
- viii. How the criminal justice system works, Crime Victims Compensation, and Crime Victims Rights,
- ix. Financial resources available, including Temporary Assistance for Domestic Violence Survivors (TA/DVS) and Housing Emergency Assistance for Elders and People with Disabilities through DHS,
- x. The sexual assault response system, including SARTs, SANES, Sexual Assault Forensic Exams (SAFE) and the Sexual Assault Victims Emergency (SAVE) Medical Response fund,
- xi. Local resources (legal services, housing, health and mental health, substance abuse programs, employment, education, etc.), and
- xii. Strategies to address local needs and provide accessible and appropriate responses to diverse groups.

m. **Confidentiality.**

Staff and volunteers will know and comply with confidentiality requirements, reasons for confidentiality, limitation of confidentiality, and informed consent. Content will cover:

- i. Rationale for and importance of confidentiality,
- ii. Relevant statutes,
- iii. Agency procedures, practices, protocols and forms.

5. Advocacy Skills

a. **Working with survivors:** Through training, role-playing, job shadowing at work and at relevant locations, and other strategies, Staff and volunteers will be able to respond to survivors in appropriate ways:

- i. Ask appropriate questions to elicit information,
- ii. Assess immediate safety and other needs and assist survivor to develop safety plans,

- iii. Assess danger including survivor's danger to self,
- iv. Assess on-going safety and other needs,
- v. Listen to survivors, understand what they are saying and be able to reflect back to them (active listening),
- vi. Put a survivor's reactions into a context to help survivors and others understand,
- vii. Reframe statements and using non-victim blaming statements,
- viii. Complete needed documentation,
- ix. Assist survivors request their Crime Victims Rights,
- x. Assist survivors to document,
- xi. Use strategies to interrupt oppressive actions and words,
- xii. Use strategies to adapt services and approaches to recognize culture and respect differences,
- xiii. Use strategies to adapt services and approaches to recognize age, Socio-Economic Status, disability and other issues and respect differences
- xiv. Provide clear information on violence and abuse,
- xv. Provide clear information on options and choices,
- xvi. Empower survivor to make choices,
- xvii. Demonstrate empathy,
- xviii. Demonstrate sensitivity to cultural factors, and
- xix. Demonstrate ability to communicate across cultures, populations and age groups.

b. **Working with Systems.** Through training, role-playing, job shadowing, etc. Staff and volunteers will learn and be able to:

- i. Explain system response to survivors and assist them in their interactions with system responders,
- ii. Request services and appropriate responses on behalf of survivors,
- iii. Negotiate appropriate services and responses,
- iv. Advocate for additional or other services, responses,
- v. Advocate for services to address local needs and needs of diverse groups,
- vi. Work for coordinated system response, and
- vii. Provide advocacy services in cooperation with advocates from other agencies (co-advocacy).

c. **Additional In-Person Requirements**

Through additional training, role-playing, job shadowing, etc. Staff and volunteers having in-person contact with survivors/victims will demonstrate specific skills and in-depth knowledge for the in-person response they will be providing. Content (based on the in-person response to be provided) may include but is not limited to:

- i. SANE exams for sexual assault responders,
- ii. Court accompaniment,
- iii. Accompaniment for medical exams,
- iv. Working with law enforcement,
- v. Support group facilitation,
- vi. Shelter intake, and
- vii. Working with children.

B. Board Members Each member of Recipient's Board of Directors must receive an orientation on domestic violence, sexual assault, dating violence, stalking and Board responsibilities and liabilities. In addition, new members of Boards of Directors, Advisory Committees, or subgroups within Boards with direct responsibility for domestic violence and sexual assault programs must have a minimum of 12 hours of training during their first year. The training must cover domestic violence, sexual assault, dating violence, stalking, anti-racism and anti-oppression training, program philosophy and Board responsibilities. On-going training is strongly encouraged. Training can be presented over several months, through annual meetings, self-study with debriefing, etc. Training times and attendance must be documented. Board members are encouraged to receive the same 30 hours of training required of the staff and volunteers, in addition to training specifically dealing with overseeing a non-profit organization.

C. General Recipient must offer annual training through in-services, conferences, or other formats to all staff.

SAMPLE - DO NOT COMPLETE

U.S. Department of Justice
Office on Violence Against Women



Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

(I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;

(II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and

(III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) circumstances may—

(I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;

(II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Typed Name of Authorized Representative

Title

Telephone Number

Signature of Authorized Representative

Date Signed

Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

ATTACHMENT D: CERTIFICATES

COMPLIANCE WITH SPECIFIC STATE AND FEDERAL REQUIREMENTS

Contractor expressly agrees to comply with all laws, regulations and Executive Orders to the extent they are applicable to the Contract, including all requirements of state, Civil Rights and Rehabilitation statutes, rules and regulations; all state laws governing operation of Community Mental Health Programs; all state laws requiring reporting of Client Abuse, and all state laws and regulations established in the construction, remodeling, maintenance and operation of any structures and facilities and in the conduct of all programs, services and training associated with the delivery of services. These laws, regulations and Executive Orders are incorporated by reference to the extent that they are applicable to the Contract and required by law to be so incorporated.

When applicable, Contractor agrees to comply with the specific federal and state requirements set forth below. This list is not intended to be a complete list of all federal and state requirements that may apply to Contractor.

1. **Accessibility.** Contractor shall comply with the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq., ORS 447.210 to ORS 447.310, ORS 659A.142, ORS 659A.145), and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, associated with the delivery of services by Contractor.
2. **Application, Acceptance, Use and Audit of Federal and State Funds.** For federal funds, Contractor agrees to comply with: 2 CFR, Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and applicable Appendix.

For state funds, Contractor agrees to comply with Oregon Administrative Rules Audit Guidelines (OAR 309-013-0120 through OAR 309-013-0220), Fraud and Embezzlement (309-013-0075 through 309-013-0105), and Standards for Management of Community Mental Health and Developmental Disability Programs (OAR 309-014-0020 through 309-014-0040).

3. **Client Records and Disclosure Requirements.** For Contracts with Mental Health, Alcohol and Drug, and Developmental Disability service providers: To the extent Contractor provides any service whose costs are paid in whole or in part by Medicaid, Contractor shall comply with the federal and state Medicaid statutes and regulations applicable to the services including but not limited to: Keeping such records as may be necessary to disclose the extent of services furnished to Clients and upon request furnish such records or other information to the Oregon Health Authority, the Medicaid Fraud Control Unit of the Oregon Department of Justice and the Secretary of Health and Human Services.

Contractor shall comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR Part 455, Subpart (B), comply with any advance directive requirements specified in 42 CFR Section 431.107 (b)(4) and comply with certification requirements of 42 CFR Section 455.18 and 455.19.

4. **Displaced Persons.** Contractor agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
5. **Drug-Free Workplace.** Contractor certifies that it will provide a drug-free workplace in compliance with the federal "Anti-Drug Abuse Act of 1988" (PL 100-690) by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) Contractor's policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;
 - c. Making it a requirement that each employee to be engaged in the performance of this Contract be given a copy of the statement required above;
 - d. Notifying the employee in the statement required above, that as a condition of employment on such Contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - e. Notifying the County within ten (10) days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

- f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Anti-Drug Abuse Act of 1988;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.
- 6. **Energy Conservation.** Contractor agrees to comply with all standards and policies relating to energy efficiency that are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq., PL 94-163).
- 7. **Environmental Protection.**
 - a. Contractor ensures that if the sums payable under this Contract exceed one hundred thousand dollars (\$100,000), Contractor shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). Contractor additionally agrees to promptly report all infractions to the state, federal grantor agency, United States Department of Health and Human Services, and to the U.S. Environmental Protection Agency.
 - b. Contractor ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this Contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 - c. Contractor will comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource and Recovery Act. Current guidelines are set forth in 40 CFR Parts 247-253.
 - d. **Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act U.S.C. 6201 et. seq. (PL 94-163).
- 8. **Equal Employment Opportunity.** If this Contract, including Amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 9. **Federal Alcohol & Drug Abuse and Mental Health Block Grant.** Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-66). Regardless of funding source, to the extent Contractor provides any substance abuse prevention or treatment services, Contractor shall comply with the confidentiality requirements of 42 CFR Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records.
- 10. **Flood Insurance.** Contractor agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- 11. **Historic Preservation.** Contractor agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 470 et seq.) by: a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this Contract and notifying the appropriate federal department of the existence of any such properties; and b) complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.
- 12. **Lead-Based Paint Poisoning.** Whenever funds under this Contract are used directly or indirectly for construction, rehabilitation, or modernization of residential structures, Contractor shall comply with the HUD Lead-Based Paint regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Act (42 USC Sections 4831 et seq.) requiring prohibition of the use of lead-based paint; elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.
- 13. **Oregon Tax Laws.** Contractor assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" include: the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowner's and renter's property tax relief program

and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

14. **Pro-Children Act of 1994.** The Pro-Children Act of 1994 (codified at 20 USC Section 6081 et. seq. and previously known as the Pro-Children Act of 1994 [PL 103.227]) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for, by an entity, and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantees. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Children and Infants (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation.

15. **Special Federal Requirements Applicable to Addiction Services.**

- a. **Women's Services.** If Contractor provides A&D 61 or A&D 62 Services, Contractor must:
- (i) Treat the family as a unit and admit both women and their children if appropriate.
 - (ii) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
 - (d) Therapeutic interventions for children in custody of women in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women and their children have access to the services in (a) through (d) above.
- b. **Pregnant Women.** If Contractor provides any A&D Services other than A&D 70 Services, Contractor must:
- (i) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such services;
 - (ii) Perform outreach to inform pregnant women of the availability of treatment services targeted to them and the fact that pregnant women receive preference in admission to these programs;
 - (iii) If Contractor has insufficient capacity to provide treatment services to a pregnant woman, refer the woman to another provider with capacity or if no available treatment capacity can be located, refer the woman to the State Addictions and Mental Health (AMH) Division for referral to another provider in the state.
- c. **Intravenous Drug Abusers.** If Contractor provides any A&D Services other than A&D 70 Services, Contractor must:
- (i) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (ii) Programs that receive funding under the grant and that treat individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit individuals to the program, must provide notification of that fact to the State within seven (7) days.
 - (iii) If Contractor receives a request for admission to treatment from an intravenous drug abuser, Contractor must, unless it succeeds in referring the individual to another provider with treatment capacity under the circumstances described in (2) above, admit the individual to treatment not later than:
 - (a) 14 days after the request for admission to Contractor's is made; or
 - (b) 120 days after the date of such request if no provider has the capacity to admit the individual on the date of such request and, if interim services are made available not less than 48 hours after such request
 - (iv) For purposes of (iii) above, "interim services" means:
 - (a) Services for reducing the adverse health effects of such abuse, for promoting the health of the individual, and for reducing the risk of transmission of disease, including counseling and education about Human Immunodeficiency Virus (HIV) and tuberculosis (TB), the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - (b) Referral for HIV or TB treatment Services, where necessary; and
 - (c) Referral for prenatal care if appropriate, until the individual is admitted to a provider's services.

- (d) If Contractor treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, Contractor shall carry out outreach activities to encourage individual intravenous drug abusers in need of such treatment to undergo treatment, and shall documentsuch activities.
 - d. **Infectious Diseases.** If Contractor provides any A&D Services other than A&D 70 Services, Contractor must:
 - (i) Complete a risk assessment for infectious disease including HIV and tuberculosis, as well as sexually transmitted diseases, based on protocols established by the State, for every individual seeking services from Contractor; and
 - (ii) Routinely make tuberculosis services available to each individual receiving services for alcohol/drug abuse either directly or through other arrangements with public or nonprofit entities and, if Contractor denies an individual admission on the basis of lack of capacity, refer the individual to another provider oftuberculosis services.
 - (iii) For purposes of (ii) above, "tuberculosis services" means:
 - (a) Counseling the individual with respect to tuberculosis;
 - (b) Testing to determine whether the individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the individual; and
 - (c) Appropriate treatment services.
 - e. **State of Oregon Health Authority Referrals.** If Contractor provides any A&D Services other than A&D 70 services, Contractor must, within the priority categories, if any, set forth in a particular Service Description and subject tothe preference for pregnant women and intravenous drug users described above, give preference in A&D service delivery to persons referred by the State.
 - f. **Barriers to Treatment.** Where there is a barrier to delivery of an A&D Service due to culture, gender, language, illiteracy, or disability, Contractor shall develop support services available to address or overcome thebarrier, including:
 - (i) Providing, if needed, hearing impaired or foreign language interpreters.
 - (ii) Providing translation of written materials to appropriate language or method of communication.
 - (iii) Providing devices that assist in minimizing the impact of the barrier.
 - (iv) Not charging Clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
 - g. **Misrepresentation.** Contractor shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or services for which payments may be made by the State.
 - h. **Oregon Residency.** A&D Services funded through this Contract may only be provided to residents of Oregon. Residents of Oregon are individuals who live in Oregon. There is no minimum amount of time an individual must live in Oregon to qualify as a resident so long as the individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
 - i. **Tobacco Use.** If Contractor has A&D Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Contractor must implement a policy to eliminate smoking and other use of tobacco at the facilities where the services are delivered and on the grounds of suchfacilities.
 - j. **Client Authorization.** Contractor must comply with 42 CFR Part 2 when delivering an addiction service that includes disclosure of Client information for purposes of eligibility determination, CPAs, PPAs or SEPA Adjustments. Contractor must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a disbursement claim is submitted with respect to delivery of an addiction service to that individual.
16. **Nondiscrimination- Part 1.** Contractor hereby certifies that, to the best of its knowledge, it is in compliance, when applicable, with Federal, State, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:
- a. Health and Human Services, 45 CFR, Part 74, Administrative Requirements For Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations and Commercial Organizations and/or 24 CFR Parts 85 Housing and Urban Development's Administrative Requirements For Grants to State, Local and Federally Recognized Indian Tribal Governments and/or Housing and Urban Development's 24 CFR Part 570, Community Development Block Grants, as applicable to the services performed in this Contract.
 - b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60, Executive Order 12, 086 of the President of the United States as set forth in 41 CFR Part 60.

- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d) as amended.
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988.
- e. Title XIX, Social Security Act.
- f. Section 775, Federal Energy Administration Act of 1974.
- g. Section 401, Energy Reorganization Act of 1974.
- h. Title IX, Education Amendments of 1972, as amended.
- i. Section 503 and 504, Rehabilitation Act of 1973 as amended and as implemented by 45 CFR Section 84.4.
- j. Age Discrimination Act of 1975 as amended and the Age Discrimination In Employment Act of 1967 as amended.
- k. Department of Energy Organization Act of 1977.
- l. Energy Conservation and Production Act of 1976, as amended.
- m. Americans with Disabilities Act of 1990, as amended, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice.
- n. Section 109, Housing and Community Development Act of 1974.
- o. Section 3 of the Housing and Urban Development Act of 1968.
- p. Multnomah County Ordinance 23.604 (B) (m) and Code of the City of Portland, Title 23, Chapter 23.01.
- q. Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended.
- r. Health Insurance Portability and Accountability Act (HIPAA).

17. **Nondiscrimination- Part 2.** Contractor assures that it will, by the effective date of this Contract:

- a. Formally adopt a Nondiscrimination Policy that is equivalent to the County's, or its essential content, through Board of Director action;
- b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;
- c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;
- d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;
- e. Train staff or provide training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;
- f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;
- g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

18. **Debarment, Suspension, and Other Responsibility Matters.** In accordance with Executive Orders 12549 and 12689 addressing "Debarment and Suspension" (see 2 CFR Part 180), Contractor certifies to the best of its knowledge and belief that neither it nor any of its principles:

- a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph b. of this certification; and
- d. Have within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

- e. Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this Contract.

19. Lobbying for Funds. Pursuant to the requirements of Section 1352 of Public Law 101-121, the Contractor certifies, by signing this Contract, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature or legislative body, except in presentation to Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
- e. No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships, or participation by an agency or officer of a State, local, or Tribal government in policymaking and administrative processes within the executive branch of that government.
- f. The prohibitions in subsection (b) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State, or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- g. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

20. Health Insurance Portability and Accountability Act of 1996, as amended, or the federal regulations implementing the Act (collectively referred to as HIPAA).

- a. If this Contract includes an Attachment H (HIPAA Business Associate), Contractor is a "business associate" for the purposes of the provisions of HIPAA.
- b. If this Contract does not include an Attachment H (HIPAA Business Associate), Contractor shall develop and implement such policies and procedures, as required by HIPAA, and/or other federal, state or local laws, rules and regulations applicable to the work performed under this Contract. Contractor shall not use or disclose any Individually Identifiable Health Information in a manner that would violate Oregon Health Authority Privacy Rules, OAR 407-014-0000 et seq.

ATTACHMENT F

**Multnomah County Services Contract Contract
Number: **SAMPLE - DO NOT COMPLETE****

POST FEDERAL AWARD REQUIREMENTS STANDARDS

In accordance with CFR 200, Subpart D—Post Federal Award Requirements Standards for Financial and Program Management,
 §200.331 – Requirements for Pass Through Entities, and based on the information provided to Multnomah County (the County) by its awarding agency, the County is providing the following federal award information:

	A
Subrecipient Name	
Subrecipient DUNS #	
Name of Federal Awarding Agency	
Name of Pass-through Entity	
CFDA #	
Program Name	
Federal Award ID #	
Federal Award Date	
Subaward Period of Performance:	
Start Date	
End Date	
Amt of Federal Funds Obligated by this Action	
Total Amt of Federal Funds Obligated to Subrecipient	
Federal Awarding Contact Info	
Pass-through Entity Contact Info	
Research & Development Award? (Yes/No)	
Indirect Cost Rate for Award (%)	
Is De Minimis Indirect Rate Being Charged? (Yes/No)	
	B
Subrecipient Name	
Subrecipient DUNS #	
Name of Federal Awarding Agency	
Name of Pass-through Entity	
CFDA #	
Program Name	
Federal Award ID #	
Federal Award Date	
Subaward Period of Performance:	
Start Date	
End Date	
Amt of Federal Funds Obligated by this Action	
Total Amt of Federal Funds Obligated to Subrecipient	
Federal Awarding Contact Info	
Pass-through Entity Contact Info	
Research & Development Award? (Yes/No)	
Indirect Cost Rate for Award (%)	
Is De Minimis Indirect Rate Being Charged? (Yes/No)	

Multnomah County Contract Number SAMPLE - DO NOT COMPLETE

ATTACHMENT F

POST FEDERAL AWARD REQUIREMENTS STANDARDS

In accordance with CFR 200, Subpart D—Post Federal Award Requirements Standards for Financial and Program Management, §200.331 – Requirements for Pass Through Entities, and based on the information provided to Multnomah County (the County) by its awarding agency, the County is providing the following federal award information:

	A	B	C
Subrecipient Name			
Subrecipient DUNS #			
Name of Federal Awarding Agency			
Name of Pass-through Entity			
CFDA #			
Program Name			
Federal Award ID #			
Federal Award Date			
Subaward Period of Performance:			
Start Date			
End Date			
Amt of Federal Funds Obligated by this Action			
Total Amt of Federal Funds Obligated to Subrecipient			
Federal Awarding Contact Info			
Pass-through Entity Contact Info			
Research & Development Award? (Yes/No)			
Indirect Cost Rate for Award (%)			
Is De Minimis Indirect Rate Being Charged? (Yes/No)			

	D	E	F
Subrecipient Name			
Subrecipient DUNS #			
Name of Federal Awarding Agency			
Name of Pass-through Entity			
CFDA #			
Program Name			
Federal Award ID #			
Federal Award Date			
Subaward Period of Performance:			
Start Date			
End Date			
Amt of Federal Funds Obligated by this Action			
Total Amt of Federal Funds Obligated to Subrecipient			
Federal Awarding Contact Info			
Pass-through Entity Contact Info			
Research & Development Award? (Yes/No)			
Indirect Cost Rate for Award (%)			
Is De Minimis Indirect Rate Being Charged? (Yes/No)			

SAMPLE - DO NOT COMPLETE
HIPAA QUALIFIED SERVICE ORGANIZATION AGREEMENT

Rev. 04/01/16

Department of County Human Services

Multnomah County _____ ("County") and Contractor ("Qualified Service Organization") have entered into one or more agreements ("Services Agreement") pursuant to which Qualified Service Organization ("QSO") is providing services to County that requires receiving, storing, processing or using information protected by 42 CFR Part 2 and defined under 42 CFR § 2.11. This agreement ("Agreement") sets forth the terms and conditions pursuant to which the information will be handled between County and QSO during the term of each Services Agreement and after its termination.

ARTICLE 1. Terms

- 1.1 Terms used, but otherwise not defined, in this Agreement shall have the same meaning as those terms in 42 CFR Part 2 and as amended.
- 1.2 Individual. "Individual" shall mean any individual who has applied for or been given diagnosis or treatment for alcohol or drug abuse at County and includes any individual who, after arrest on a criminal charge, is identified as an alcohol or drug abuser in order to determine that individual's eligibility to participate in a alcohol and drug abuse program at County.
- 1.3 Protected Information shall mean any information about an Individual received, used, created, processed, stored or disclosed by QSO on behalf of County or to provide a service to County.

ARTICLE 2. Obligations and Activities of Qualified Service Organization

QSO shall:

- 2.1 Not create, receive, store, process, use, or disclose Protected Information other than as permitted or required by this Agreement or as provided by law. QSO shall create, receive, store, process, use, or disclose with the minimum necessary Protected Information to fulfill its obligations to County or as otherwise imposed by law.
- 2.2 Implement and use appropriate administrative, technical and physical safeguards with respect to Protected Information, to prevent use or disclosure of the Protected Information other than as provided for by this Agreement.
- 2.3 Mitigate, to the extent practicable and without unreasonable delay, any harmful effect that is known or suspected to QSO of a use or disclosure of Protected Information by QSO in violation of this Agreement or 42 CFR Part 2.
- 2.4 Not re-disclose any Protected Information, except as otherwise permitted by 42 CFR Part 2.
- 2.5 Be fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 when receiving, storing, processing, or otherwise using any Protected Information or other information about the Individual subject to 42 CFR Part 2.
- 2.6 Resist any effort in a judicial proceeding to obtain access to Protected Information or other information pertaining to Individuals except as expressly provided for in 42 CFR Part 2. QSO shall immediately notify County if such request is received.

ARTICLE 3. Permitted Uses and Disclosures by Qualified Service Organization

- 3.1 QSO is authorized to create, receive, store, process, use or disclose Protected Information for the express purpose(s) described in the underlying Services Agreement, provided that nothing in this Agreement authorizes QSO to create, receive, process, store, use or disclose Protected Information in violation of 42 CFR Part 2 or any more stringent state law provisions.

- 3.2 Within five (5) days of discovery, QSO must notify County in writing of any known or suspected use or disclosure of Protected Information in violation of or not provided for by this Agreement. Notification must include:
- 3.2.1 the individuals whose Protected Information has been, or is reasonably believed to have been, the subject of the unpermitted use or disclosure,
 - 3.2.2 the type of Protected Information used/disclosed,
 - 3.2.3 the date of the unpermitted use/disclosure,
 - 3.2.4 the date of discovery, and
 - 3.2.5 a description of what QSO is doing to investigate the unpermitted use/disclosure, to mitigate loss, and to protect against any further or future unpermitted uses/disclosures

ARTICLE 4. Term and Termination

- 4.1 Term. This Agreement shall be effective upon execution, and shall terminate when the Services Agreement terminates or on the date either party terminates for cause as authorized in Section 4.2 of this Agreement.
- 4.2 Termination for Cause. Upon the QSO's or County's knowledge of a material breach by the other party, the County or QSO may either:
- 4.2.1 Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement and the Services Agreement(s) if the breaching party does not cure the breach or end the violation within five (5) business days. The breaching party shall notify, in writing, the actions taken to cure the breach or end the violation; or
 - 4.2.2 Immediately terminate this Agreement and the Services Agreement(s) if the breaching party has breached a material term of this Agreement and cure is not feasible.

4.3 Effect of Termination

- 4.3.1 Except as provided in this section, upon termination of this Agreement, for any reason, QSO shall return or destroy all Protected Information received from County, or created or received by QSO on behalf of County. This provision shall apply to Protected Information that is in the possession of subcontractors or agents of QSO. QSO shall retain no copies of the Protected Information.
- 4.3.2 In the event that QSO determines that returning or destroying the Protected Information is infeasible, and County agrees, QSO shall extend the protections of this Agreement to such Protected Information and limit further uses and disclosures of such Protected Information to those purposes that make the return or destruction infeasible, for so long as QSO maintains such Protected Information.

ARTICLE 5. Miscellaneous

- 5.1 Amendment. County and QSO shall take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of 42 CFR Part 2.
- 5.2 Survival. The respective rights and obligations of QSO under Section 4.3 of this Agreement shall survive the termination of this Agreement.
- 5.3 Interpretation. Any ambiguity in this Agreement shall be resolved to permit County to comply with 42 CFR Part 2.
- 5.4 Other Laws. Nothing herein shall be construed as authorizing either party to fail to comply with any other applicable law relating to health care records.

- 5.5 Remedies in Event of Breach. QSO recognizes that irreparable harm will result to County, and to County business, in the event of breach by QSO of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained herein, County will be entitled to enjoin and restrain QSO from any continued violation of this Agreement. Furthermore, in the event of breach of this Agreement by QSO, County is entitled to reimbursement and indemnification from QSO for County's reasonable attorneys' fees and expenses and costs, including notices the County is required to give as a result of any unpermitted use or disclosure of unsecured Protected Information, that were reasonably incurred as a result of QSO's breach. The remedies contained in this Article 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 Agreement. This provision shall survive termination of the Agreement.

QUALIFIED SERVICE ORGANIZATION

COUNTY

Name: Insert Business Name

Multnomah County

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ATTACHMENT 3
(Submit as Proposal Attachment 3)

Sample Budget Summary
CONTRACTOR Annual Budget Report Form

For Fiscal Year July _____ through June _____ Page _____ of _____
CONTRACTOR: _____

Address: _____

Total Contract \$ _____ \$ _____ \$ _____ \$ _____
REVENUE

	Name of Service:	Name of Service:	Name of Service:	Name of Service:
Personnel				
1. Salaries & Wages				
2. Overtime				
3. Fringe				
4. Volunteers				
5. SUBTOTAL PERSONNEL				
Material and Services				
6. Professional Services				
7. Printing				
8. Utilities				
9. Telephone				
10. Equipment Rental				
11. Space Rent				
12. Repairs				
13. Postage				
14. Supplies				
15. Food				
16. Education/Training				
17. Mileage				
18. Insurance				
19. Data Processing				
20. Dues/Subscriptions				
21. Client Assistance				
22. Overhead				
23. Sub Total Material and Services				
24. TOTAL Expenditures				