

MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: JOHS-SVCSGEN-XXXXX-XXXX

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

CONTRACTOR ADDRESS:

The Parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be DATE. Unless earlier terminated as provided below, the termination date shall be 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
6A, B, C, D	Invoice/Budget Forms

Attachments

Attachment Letter	Description
A.1	Program Instructions
B	Joint Office of Homeless Services Special Conditions

The Contract may only be amended or supplemented by a writing that is signed by a duly authorized representative of each Party, clearly recites the Parties' understanding and intent to amend the Contract, and clearly and with specificity describes the terms to be amended or supplemented.

MULTNOMAH COUNTY SERVICES CONTRACT
Contract Number: JOHS-SVCSGEN-XXXXX-XXXX
CONTRACTOR SIGNATURE

The Contract may be executed in multiple counterparts and may be electronically signed. Any verified electronic signatures appearing on the Contract are the same as handwritten signatures for the purposes of validity, admissibility, and enforceability. Any reproduction of the Contract made by reliable means is considered an original.

By executing this Contract, each signatory acknowledges they: (a) are a duly authorized representative of their Party, acting with the power and authority to bind their Party as provided in the Contract; (b) have read and understand the agreement, including the attached Exhibits and Attachments; and (c) agree on behalf of their Party to be bound by its terms as of the Effective Date.

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: _____

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 **Sections 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 **Section 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 **Sections 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 **Section 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 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: (i) 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; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the Contract; (iii) 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 (iv) 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, 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, co-partnership, 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:
- a. 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;
 - b. Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
 - c. Coerce the political activity of any person;
 - d. Deceive or willfully obstruct anyone from competing for employment;
 - e. Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
 - f. 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. **Contingent Funds.**
- a. **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.
 - b. **Payments to Subrecipients.** If any portion of the payment(s) for Work under this Contract comes from a third-party funding source, such as from a grant or from a state or federal government, County's obligation to pay for such Work is subject to receipt of those third-party funds. If there is a change to funding for this Contract, such as the addition or loss of a third-party funding source, (or other increases or decreases in County funded programs), Contractor will be periodically notified by County, in writing, of such change(s). Contractor shall acknowledge receipt of such notification(s) from County via the method described in the notification.
 - c. **Single Revenue Source.** Contractor shall not be compensated for work performed under this Contract from any other County, state, or other 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 become available.

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 CFR200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331 (see **Attachment F**).

CFDA #	Program Title	Program Amount
N/A	N/A	N/A

24. **Fiscal Requirements.** If this Contract is a sub-award of Federal funds (making Contractor a "Sub-recipient"), or if Contractor is a "Pass-through Provider", defined as a non-federal organization that receives federal dollars and passes those dollars along to Sub-recipients, (as indicated by the presence of a CFDA# in the table above), Contractor agrees to the following requirements:
 - a. 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, and County financial procedure in the Countywide Provider's Fiscal Policies and Procedures Manual for contractors located at: <http://web.multco.us/finance/fiscal-compliance>.
 - b. Accounting records will be up-to-date and will accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities, and equities consistent with GAAP, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by Contractor under this Contract will be accessible to County upon request.
 - c. Contractor will be subject to a County fiscal compliance review to monitor compliance with County's financial reporting and accounting requirements. The review will be completed periodically, as described in the Countywide Fiscal Policies and Procedures Manual for contractors. 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.
 - d. Contractor shall conduct audits as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations.
 - i. Limited scope and full audits, including the Management Letter associated with the audit, if issued, and all specifications identified in County's Fiscal Policies and Procedure Manual will be submitted to County within 30 days from the date of the report, but in no case later than nine months after the end of Contractor's fiscal year. Failure to submit required audits and Management Letter by specified deadlines will be cause for withholding of Contract payments until audits are submitted.

- ii. 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.

25. **Security of Information Systems.** As used in this section:

"Information System" is an electronic system for storing, processing, and exchanging information, including without limitation, smartphones, computers, servers, and the software, services, and data existing thereon.

"Security Breach" is the unauthorized access of an Information System controlled by a Party that results in the: (i) unauthorized access to data; (ii) introduction of malicious code; (c) exfiltration or manipulation of data; or (d) unauthorized access of security or access credentials. To avoid ambiguity, "Security Breach" does not include ongoing or routine incidents that do not result in access to an Information System.

- a. Each Party has established and will maintain an information security program that is compliant with all relevant federal and state laws and otherwise designed to: (i) ensure the security and confidentiality of the Information System(s); (ii) protect against any anticipated threats or hazards to the security or integrity of the Information System(s) and supported business processes; (iii) protect against unauthorized access, modification, or use of the Information System(s); (iv) ensure the proper disposal of data stored or exchanged on the Information System(s); and (v) ensure that all of a Party's employees, agents, permitted subcontractors, and third-party processors, if any, comply with all of the foregoing.
- b. As part of its information security program, and without limitation, each Party has implemented appropriate risk management techniques, including administrative, technical, and physical safeguards, to protect and ensure the security of their Information Systems. Without limitation, the technical safeguards employed will incorporate industry recognized system hardening techniques and will reflect a risk-based assessment of the data protected relative to the likely harm from unauthorized access to Information Systems. The Parties will: (i) log and periodically review all admin console events, and make such console event reports available for review by the other Party upon request; and (ii) at least annually audit their safeguards to ensure all Information Systems within their respective control and involved in storing, using, or transmitting data relevant to the contracted performances, are secure and protect data from unauthorized access, disclosure, modification, or destruction.
- c. In the event of an actual or suspected Security Breach, the Party suffering the breach will notify the other not less than ten days after discovery of the breach or suspected breach and will comply with all applicable breach notification laws. Each Party agrees to cooperate with other in the investigation and remedy of any Security Breach, including, without limitation, complying with any law concerning unauthorized access or disclosure. Contractor will send any applicable notifications regarding a Security Breach to the following notification email address: IT.Security@multco.us.

26. **Data Use.**

- a. As applicable, the Parties agree to share the data identified in **Exhibit 1**, subject to the following terms and conditions. Each Party grants to the other a license to access the data identified in **Exhibit 1** for the purposes described in **Exhibit 1**.
- b. The Parties agree to: (i) disclose to the other only the minimum data necessary to accomplish the receiving Party's identified purpose, and only as permitted under the Contract and relevant laws; (ii) keep and maintain the other's data in strict confidence, using such degree of care as is appropriate and consistent with its obligations described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss;

and (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available the other Party's data for any purpose not directly related to its performances under the Contract or for the benefit of anyone other than the disclosing Party without that Party's prior written consent. To avoid ambiguity, a Party receiving data from the other is prohibited from using or further disclosing that data other than as permitted or required by the Contract or as required by law.

- c. If the Work involves payment and/or health care operations activities and requires that it receive from County data protected under 42 CFR Part 2, the following terms shall apply.
- (i) Contractor acknowledges and agrees that it shall be fully bound by the provisions of 42 CFR Part 2.
 - (ii) Contractor acknowledges and agrees it has implemented appropriate risk management techniques, including administrative, technical, and physical safeguards, to protect and otherwise prevent unauthorized uses and disclosures of data subject to 42 CFR Part 2. Without limitation, the technical safeguards employed will incorporate industry recognized system hardening techniques and will reflect a risk-based assessment of the data protected relative to the likely harm from unauthorized access to the data. Contractor will at least annually audit its safeguards to ensure all information systems within its control and involved in storing, using, or transmitting data subject to 42 CFR Part 2 is secure and that reasonable and appropriate measures have been used to protect the data from unauthorized disclosure, modification, or destruction.
 - (iii) Contractor will immediately notify County upon any unauthorized use, disclosure, breach, or suspected breach of data subject to 42 CFR Part 2 and will comply with all applicable breach notification laws. Contractor agrees to cooperate with County in the investigation and remedy of any such breach, including, without limitation, complying with any law concerning unauthorized access or disclosure, as may be reasonably requested by County. Contractor will promptly reimburse County for the costs of any breach notifications, expenses, or other fees, including any state or federal fines associated with a breach of data subject to 42 CFR Part 2 while in Contractor's possession or control. Contractor will send any applicable notifications regarding a breach to the following notification email address: IT.Security@multco.us.
 - (iv) Contractor will only redisclose data subject to 42 CFR Part 2 when the redisclosure recipient: (A) is a contract agent or subcontractor of Contractor that is assisting Contractor to provide services described in the Contract; and (B) agrees by contract to only further disclose the County's data subject to 42 CFR Part 2 to Contractor or County.
- d. All data exchanged hereunder will remain the property of the disclosing Party. Except for the uses expressly permitted herein, nothing contained in this Contract will be construed as a grant of any right or license or an offer to grant any right or license by either Party to the other with respect to the data exchanged hereunder, or any derivative works thereof.

27. **Force Majeure.** Neither Party shall be in default of the Contract by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to, without limitation, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or equipment, loss and destruction of property or any other circumstances or causes beyond a Party's reasonable control.

MULTNOMAH COUNTY SERVICES CONTRACT
Contract Number: JOHS-SVCSGEN-14425-2023

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

A. Contractor shall perform the following Work:

1. Services.

- a. Contractor agrees to provide services as detailed in Attachment A.1: Program Instructions as attached.
- b. Changes to program instructions, attachments, invoices, and/or program funding for this contract may change from time to time during the contract term. The parties agree that changes to program instructions, attachments, invoices and/or program funding will be communicated to Contractor by letter through email, and any such letter will become part of this contract and be fully enforceable under the terms of this contract as if fully set forth herein.

2. Service Standards.

- a. Contractor agrees to provide the above services in compliance with the applicable A Home for Everyone Community Guidelines, Joint Office of Homeless Services (JOHS), City of Portland, Multnomah County and State of Oregon service definitions, Administrative Rules, updates to current program instructions, service manuals with Contract conditions, Countywide Contractor's Fiscal Policies and Procedures Manual, the specifications and evaluation criteria contained in the applicable Request for Program, 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.
- b. Contractor shall not implement any substantive program change or change in method of service delivery that affects the level, scope, or outcome(s) of client services funded under this Contract, or subcontract any part of the services funded in this contract, without prior written approval of the JOHS.

3. Program Outcomes.

- a. Contractor shall be responsible for tracking and achieving program outcomes as specified in Attachment A.1, Program Instructions. Contractor shall document and report outcome data to JOHS as specified in Attachment A.1.
- b. Contractor agrees to participate with the JOHS in evaluation of contracted project/service outcomes or performance, and make available all information required by such evaluation process. This includes providing JOHS with data necessary to verify client counts, service provision, and outcome measures.

B. Compensation and Payment Terms

- 1. This is a requirements contract whereby services are procured based upon the County's need and demand. Therefore there is no guaranteed minimum or maximum amount of service or payment established during the contract period.**

The funding of this Contract is not guaranteed. Fluctuations in funding throughout the year, and from year to year should be expected. Potentially large fluctuations may occur. JOHS cannot assure that any particular level of funding will be provided and the Contract permits JOHS to add or remove funding as necessary depending on the availability of funding.

JOHS shall provide the current Contract Purchase Order to Contractor. The current Contract Purchase Order delineates the most current allocation of funds. If Contract

Purchase Order changes, JOHS shall provide an updated Contract Purchase Order to Contractor.

2. Contractor shall not transfer Contract funds from one service to another without a Contract amendment or prior written JOHS approval.

3. Budgets:

- a. JOHS will provide Contractor a Budget Packet that includes a JOHS Invoice Template and a Match Report Form for your use (See Exhibits 6.A, 6.B, 6C, and 6D for samples, subject to change). For more information about the Match requirement, see Section B.7 of this Exhibit and Attachment A.1.
- b. Contractor will submit a proposed Budget Packet to its JOHS Contract Manager, for approval, prior to July 1. The finalized Budget Packet will be due to its JOHS Contract Manager by July 15 or the next business day following July 15th.
- c. A completed Budget Packet must be approved by JOHS before invoices will be paid by JOHS.

4. Invoices:

- a. Invoices must be billed to JOHS and be in the form provided in the Budget Packet provided by JOHS.
- b. Monthly invoices are due no later than the 20th of the month following service.
- c. Contractor will submit all final requests for payment or an estimate of the final requests for payments no later than twenty (20) calendar days after the termination date of this contract to JOHS. If the Contract spans the County fiscal year ending June 30, Contractor will submit a final billing for each fiscal year no later than twenty (20) calendar days after June 30.
- d. If Contractor receives City of Portland General Funds, final requests for payment are due July 3rd.
- e. JOHS will not process final requests or estimates for final requests for payment documents not received within the specified time and the expense will be the Contractor's responsibility.

5. General Payment Terms Applicable to All Contracts.

- a. **JOHS shall pay Contractor for services provided under this Contract based upon the following payment terms and any additional payment terms noted in Attachment A.**
- b. **Eligible Expenditures.**
 1. Contractor may charge expenditures under this Contract **only** if they are:
 - a. In payment for services performed under this Contract;
 - b. In payment of an obligation incurred during the Contract period;
 - c. Performed in conformance with all applicable state and federal regulations and statutes; and
 - d. Not in excess of maximum payable under this Contract.
 2. **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 JOHS to extend into the next year.**

3. Contractor will retain all supporting documentation of expenditures for six (6) years.
- c. **Reduction in Funding.** In the event that invoices from Contractor indicate to JOHS that funds are not being utilized and will not likely be utilized efficiently during the term of the Contract, JOHS, in its sole discretion, may reduce Contractor's funding. In the event that JOHS determines funds need to be reduced, the JOHS 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 JOHS' proposed reduction and may provide any information Contractor believes may impact JOHS' decision. After receipt of Contractor's response, JOHS will make a final decision within four (4) working days and inform Contractor of the decision in writing.
 - d. **Recovery of Funds.** Any JOHS funds spent for purposes not authorized by this Contract shall be deducted from future payments or refunded to JOHS at JOHS' discretion. Payments by JOHS in excess of authorized amounts shall be deducted from payment or refunded to JOHS no later than thirty (30) calendar days after Contract expiration or after notification by JOHS, whichever is earlier. Contractor shall be responsible for any prior Contract overpayments and unrecovered advances provided by JOHS. Repayment of prior period obligations shall be made by Contractor in a manner specified by JOHS. Except when Contractor is a city, county, or other government entity, JOHS 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 notify JOHS within twenty (20) days of discovery of required refund, and make all such repayments within twenty (20) working days of receipt of formal notification by JOHS of disallowance of Contractor expenditures, or fees.
 - f. **Request for Final Payment.** Contractor shall submit all final requests for payment or an estimate of the final requests for payments no later than July 20 or the next business day after July 20th to the JOHS, except where Contractor receives City of Portland General Funds, final requests for payment are due July 3rd. JOHS 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 responsibility.
 - g. Notwithstanding any other payments provision of this Contract, failure of Contractor to submit required reports when due may result in the withholding or reduction of payments under this Contract. Such withholding or reduction of payments for cause may continue until Contractor submits required reports, or establishes, to the JOHS' satisfaction that such failures arose out of causes beyond the control and without fault or negligence of Contractor.
6. **Cost Reimbursement Contract Payment Terms.**
 - a. Cost reimbursement Contracts are paid monthly based on expenditure report.
 1. JOHS shall pay for cost reimbursement Contracts when JOHS receives a monthly Expenditure Report Form (Exhibit 6B), that shows expenditures consistent with services described in Exhibit 1, and/or Attachment 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, JOHS shall process

reimbursements within ten (10) business days of receipt of monthly expenditure report, unless payment terms are otherwise established.

2. Monthly Expenditure Report (Exhibit 6B) is 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 6B. Reports that do not meet the minimum information requirement may delay payment until all information is received.
3. 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.
4. Cumulative changes in any line item budget expense of more than 10% shall require a written budget modification approved by JOHS prior to expenditures. The budget modification request must be accompanied by a justification stating reasons for the changes.

b. For all requests for cost reimbursement of **Direct Client Assistance** (including rent and other client assistance funds), unless otherwise waived by JOHS Contract Manager in writing, the Contractor must have accompanying documentation that includes the following:

1. Non-Identifying Client identifier;
2. Date of Expenditure;
3. Vendor/Landlord Name;
4. Amount of Expenditure; and
5. Purpose of Expenditure (food, rent, transportation, utilities, etc).

C. Program Reporting Requirements.

1. Contractor shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by JOHS. Contractor grants the JOHS the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.
2. Contractor shall use the service definitions and the standardized forms provided by JOHS for recording and reporting purposes.
3. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by JOHS. Program reports which are not received by the time specified or are substantially incorrect may result in delayed payment.
4. All final program reports shall be submitted to the JOHS by the thirtieth (30th) calendar day following the end of the effective period for that program.
5. Contractor shall submit all reports as detailed in Attachment A: Program Instructions as attached.

6. If applicable or unless otherwise waived by JOHS Contract Manager, Contractor will execute an "AGENCY PARTICIPATION AGREEMENT for NW Social Service Connections HMIS" and,
 - a. Confirm that each administrative staff or end user with access to HMIS (ServicePoint) has executed an "USER AGREEMENT For NW Social Service Connections HMIS."
 - b. Assure that all "Policies and Procedures for NW Social Service Connections HMIS" are adhered to.
 - c. Utilize HMIS (ServicePoint) to record client level information as required by current Policies and Procedures, HUD Universal Data Elements (when applicable), and Program Specific Data Elements.
 - d. Utilize HMIS (ServicePoint) for subsequent contract reporting. The following reports will be used for quarterly and Year-End reports: 1) HUD APR (when applicable), 2) Shared Housing Assessment Report (SHAR), and 3) PHB - Participant Demographics Report, or their subsequent replacements. Other reports may be requested as necessary.
 - e. If Contractor receives EHA or SHAP funds, it must ensure that all client information is securely maintained in a manner that meets the requirements in the Oregon Housing and Community Services (OHCS) State Homeless Funds Program Operations Manual (for guidance see www.ohcs.oregon.gov).
 - f. Contractor must post HMIS privacy policies in its office and/or on its website.
- D. **Housing Inventory Count and Point in Time Count.** Unless otherwise waived by JOHS Contract Manager, Contractor shall annually assist JOHS in updating provider, project and client-level information within HMIS as required to complete the annual Housing Inventory Count (HIC) and the Point in Time Count of People Experiencing Homelessness in Multnomah County (PIT). Additionally, the Contractor shall participate, as requested by JOHS and reasonably feasible for Contractor, in outreach and service-based components of the unsheltered PIT.
- E. **Severe Weather.** Unless otherwise provided in Attachment A, when the County declares a Severe Weather Event, the JOHS may request the Contractor to participate in the Severe Weather response, and the Contractor can choose to participate as requested. All Severe Weather response services performed by the Contractor must be approved by the JOHS and may include, but are not limited to, operating or providing on-site services to guests at overnight warming centers, emergency shelters, or day centers, conducting street outreach, providing transportation, and delivering supplies to people who need shelter or supplies during severe weather events. If Contractor provides Severe Weather response services or other essential services that can be extended for a severe weather event, Contractor may with prior JOHS authorization, provide these expanded, severe weather services and invoice JOHS. The JOHS will pay Contractor on a cost reimbursement basis upon receipt of a proper invoice and documentation.
- F. **Organizational Stability**
Contractor shall report changes in key personnel or their general responsibilities, changes in a director, trustee, or officer, and any other significant changes that may occur within the organization, within ten (10) business days of occurrence.
- G. **Critical Incident Reporting.** Contractor shall notify the Contract Manager by telephone within the **same working day** of a critical incident. If the incident occurs after normal business hours or on a holiday weekend, the report is to be made on the next business day. A written report shall be submitted to the Contract Manager within three (3) business days of the incident. The Contract Manager will determine the appropriate follow-up. Contractor shall fully cooperate in any fact-finding inquiry that may be conducted.

A critical incident is defined as:

1. Any event likely to elicit heightened public interest or litigation;

2. An incident that punishes, endangers, or otherwise harms a consumer as a result of staff action or inaction;
3. The serious injury or death of a client;
4. A suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client;
5. Criminal charges brought against a staff member or subcontract staff member involving a client.
6. Professional misconduct by a staff member or subcontract staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is at variance with the explanation;
7. A medication error which results in a client death, serious injury, or hospitalization; or
8. Any incident deemed by contractor to be of a critical nature

SAMPLE



MULTNOMAH COUNTY CONTRACT

Exhibit 2: Insurance Requirements

This EXHIBIT 2: INSURANCE REQUIREMENTS is attached and incorporated into the Multnomah County Contract ("Contract"). A breach of this Exhibit 2 is a Material Default. Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

- i. **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.) Employers liability insurance with coverage limits of not less than \$500,000 must be included.

- ii. **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.

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 of Insurance 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. Complete copies of insurance policies shall be provided to the County via MMP Supplier Portal located here: <https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=Multnomah>. If you need further assistance please email: tsmmarketplacesupport@multco.us. **The Certificate of Insurance should list Multnomah County as Certificate holder: Multnomah County Risk Management, 501 SE Hawthorne Blvd, Suite 400, Portland, OR 97214**

EXHIBIT 3

MULTNOMAH COUNTY SERVICES CONTRACT
Contract No. JOHS-SVCSGEN-14425-2023

Certification Statement for Corporation or Independent Contractor

Instructions: Please complete both sections below. Example: If Contractor is a Limited Liability Company, please check the "Limited Liability Company" box in Section A **and** check the "NOT APPLICABLE" box in Section B. Or, if Contractor is an Independent Contractor, then check "NOT APPLICABLE" in Section A, and check at least three (3) boxes in Section B to establish that the Contractor is an Independent Contractor.

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
- NOT APPLICABLE – See section B.

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.
- E. CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.
- F. NOT APPLICABLE – See section A.

Contractor Signature: _____ **Date:** _____

Title: _____

Exhibit 6A

[Supplier Name]				JOHS INVOICE			
[Street Address]				INVOICE #			
[City, ST ZIP]				DATE			
				Example Example			
BILL TO				TOTAL AMOUNT			
Joint Office of Homeless Services				SERVICE PERIOD			
721 SW Oak Street, Suite 100				Example Example			
Portland, OR 97205				SUPPLIER ID			
(503) 988-2525				PURCHASE ORDER			
				12345 - Example POID.00EXAMPLE			
PO LINE #	SERVICE LINE DESCRIPTION	COST OBJECT	AMOUNT THIS INVOICE	TOTAL CONTRACTED BUDGET	BILLED TO DATE	REMAINING BALANCE	
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
TOTAL			\$ -	\$ -	\$ -	\$ -	
Supplier Contact Person:							
Phone #:							
<p>I understand that all expenditures reported are subject to audit and that all expenditures must be program related and allowable according to applicable JOHS guidelines, cost principles, and regulations. I certify that I am an authorized representative of the above organization and that this statement of expenditures is accurate, to the best of my knowledge.</p>							
Supplier Authorized Signature:				Date:			
Print Name:							
FOR JOHS USE ONLY							
Approval to Pay							
Program Signature: _____			Date: _____				
Approver's Signature: _____			Date: _____				
Fiscal Use							
SINV. _____	Posting Date: _____		Date Entered: _____				

Exhibit 6B

Monthly Expenditure Report						
SERVICE PERIOD		INVOICE #				
		1234				
PURCHASE ORDER						
POID.00000000						
PO Line #: [#]		PO line #: [PO line #]		PO line #: [PO line #]		
[Service Line Item Description]		Service Name		Service Name		
[Cost Object]		[Cost Object]		[Cost Object]		
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 (M&S)						
5. Professional Services						
6. Printing						
7. Utilities						
8. Telephone						
9. Equipment Rental						
10. Space Rent						
11. Repairs						
12. Postage						
13. Supplies						
14. Education & Training						
15. Mileage						
16. Insurance						
17. Dues & Subscriptions						
18. Sub Awards < \$25k						
SUBTOTAL DIRECT M&S	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INDIRECT						
19. Overhead/Admin						
OTHER						
20. Client Assistance						
21. Capital Expenditures						
22. Sub Awards > \$25k						
SUBTOTAL OTHER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<p>I certify that I am an authorized representative of the above organization. I understand that any line item change requires JOHS Contract Manager approval. JOHS may require a revised budget to be submitted if any line item changes more than 20%. 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.</p>						
Authorized Signature:			Date:			
Print Name:						

Exhibit 6C

Agency Budget						
SERVICE PERIOD	INVOICE #					
	1234					
PURCHASE ORDER						
POID.00000000						
	PO Line #: [#] [Service Line Item Description] [Cost Object]		PO line #: [PO line #] Service Name [Cost Object]		PO line #: [PO line #] Service Name [Cost Object]	
Expenditures	Contract Funds	Agency Funds	Contract Funds	Agency Funds	Contract Funds	Agency Funds
PERSONNEL						
1. Salaries & Wages						
2. Overtime						
3. Fringe						
4. Volunteers						
SUBTOTAL PERSONNEL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DIRECT MATERIALS & SERVICES (M&S)						
5. Professional Services						
6. Printing						
7. Utilities						
8. Telephone						
9. Equipment Rental						
10. Space Rent						
11. Repairs						
12. Postage						
13. Supplies						
14. Education & Training						
15. Mileage						
16. Insurance						
17. Dues & Subscriptions						
18. Sub Awards < \$25k						
SUBTOTAL DIRECT M&S	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INDIRECT						
19. Overhead/Admin						
OTHER						
20. Client Assistance						
21. Capital Expenditures						
22. Sub Awards > \$25k						
SUBTOTAL OTHER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<p>I certify that I am an authorized representative of the above organization. I understand that any line item change requires JOHS Contract Manager approval. JOHS may require a revised budget to be submitted if any line item changes more than 20%. 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.</p>						
Authorized Signature:			Date:			
Print Name:						

Exhibit 6D

Additional Resource Detail - Match Report									
Agency Name:		Person Completing Form:		Contract Number	#44...	Required Match			
Date:		Contract Total Amount		(total contract in \$)		(match amt in dollars)			
Cash Resources	Type - Identify: Federal, State, Local, Private	Source: (Be Specific)	Service Type	Method of Computation if applicable	Matches RO Line#	Actual Amount Received 7-1 thru 12-31-2	Actual Amount Received 1-1 thru 6-30-2	Total Annual Received for Fiscal Year	
Total Cash Resources Received									
InKind Resources									
Type - Identify: Federal, State, Local, Private	Source: (Be Specific)	Service Type	Method of Computation if applicable	Matches RO Line#	Actual Amount Received 7-1 thru 12-31-2	Actual Amount Received 1-1 thru 6-30-2	Total Annual Received for Fiscal Year		
Private	NonProfit General Fund	Program subsidy	Actual expenses: DVERT, Safe Start, DVRA, HUD, & DV TOP						
Total InKind Resources Received									
Total Number of Volunteers									
Total Sum of all Volunteer Hours									

Program Instructions go here

**ATTACHMENT B
JOINT OFFICE OF HOMELESS SERVICES
SPECIAL CONDITIONS**

1. **Notice:** For all matters related to this Contract and as specifically referenced herein, Contractor shall give Notice, in writing, to the following address:
Contract Manager
Joint Office of Homeless Services
721 SW Oak Street, Suite 100
Portland, OR 97205
2. **Contract between Other Funding Sources and JOHS.** If Contractor is paid with funds JOHS receives by contract from other funding sources, Contractor agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the state, Contractor agrees to provide services to Oregon Health Plan (OHP) clients, in accordance with applicable Multnomah County, state, and federal contracts, statutes, and regulations.
3. **Confidentiality.** Contractor shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.
4. **Contractor Publicity.** Contractor shall reference the Joint Office of Homeless 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. JOHS reserves the right to approve the language used to reference JOHS.
5. **Organizational Commitment to Equity and Culturally Responsive Services.** JOHS

is committed to ensuring that all services are provided either in a culturally specific or culturally responsive manner, as defined here: [www.ahomeforeveryone.net]. In order to help ensure that this occurs, contractors must have an organizational equity assessment and plan on file at JOHS. New Contractors will have six months to complete an organizational equity assessment and up to a year to complete an equity plan. JOHS has an equity tool available for Contractors or they may select or create their own. Contractor will annually submit an equity progress report as required by this section.

The equity assessment should include at least the following elements:

- Non-discrimination in Service Delivery/Community Access & Partnership: A review of Contractor's policies and procedures intended to ensure that the timeliness, accessibility, quality, and outcomes from services are comparable across racial and ethnic groups. This review should also include Contractor's policies and procedures for resolving participant complaints regarding discriminatory treatment and ensuring language access.
- Leadership and Management: An assessment of management's understanding of the role of power and privilege in the development and delivery of homeless services programming, and whether management consistently applies a racial equity lens to programmatic decisions.
- Training/Workforce: An evaluation of Contractor's strategies to recruit, retain and develop staff who represent communities of color and/or speak languages other than English, as well as the availability of training in the provision of culturally responsive, trauma-informed service delivery for all staff.
- Culturally Specific Programs and Services/Subcontracting: An assessment of the degree to which staff and leadership proactively build relationships with culturally specific service providers (whether or not Contractor is itself a culturally specific provider) and other entities historically serving community of color.
- Community Outreach: An assessment of whether, and how, Contractor consistently and directly engages with the most impacted populations in the design and development of service delivery models, identifies the key characteristics, norms, values, and experiences of the community(ies) being served, and a description of how that engagement contributes to ongoing quality improvement and accountability.
- Evaluation/Data Metrics and Continuous Improvement: A description of the racial, ethnic and linguistic makeup of advisory boards, volunteers, evaluation and hiring panels, and public workgroups, and how this data is collected, tracked, and evaluated. Currently, all funded direct service Contractors report client information disaggregated by race, ethnicity, gender, age, disability and income. In 2017-18, Contractors will analyze data for access and outcome disparities by race and ethnicity and make measurable plans to reduce identified disparities in access and outcomes.

Contractor's equity plan must contain measurable objectives, timelines, and persons responsible for all the elements addressed in the equity assessment.

Contractor must report on progress and other relevant actions or activities related to advancing equity in an annual progress report on their equity plan. The report is due at the end of fiscal year along with all other required annual reports.

6. Fiscal, Administrative, and Audit Requirements.

- a. Contractor represents that prices and costs established for each service under this Contract are reasonable and equitable. JOHS shall have the right, at reasonable times during this Contract, to conduct site visits and reviews of all Contractor's books, documents, papers, and records necessary to establish that such charges to JOHS 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, JOHS, 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.

- b. Contractor shall be subject to a JOHS administrative review to monitor compliance with the JOHS' administrative qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by Contractor or deficiencies in results of a prior review.
 - c. Contractor shall be subject to Audit Requirements pursuant to Multnomah County's *Countywide Contractor's Fiscal Policies & Procedures Manual* ("Manual"). Audits must meet the criteria outlined in the *Manual*.
 - d. Contractor, if it is a state, local government or non-profit organization and a Subrecipient of federal funds, shall meet the audit requirements of OMB "Audits of States, Local Governments, and Non-Profit Organizations," which implements CFR 200.331.
7. **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 JOHS upon request and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures and any applicable grievance forms in areas frequented by clients. Contractor shall, upon request, provide advice to such persons as to the grievance procedure.
8. **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 JOHS, Multnomah 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.
9. **Monitoring and Enforcement.**
- a. JOHS is responsible for monitoring and reviewing the activities of Contractor to ensure that all services provided by Contractor under this Contract conform to state, federal, and JOHS standards and other performance requirements specified in the Contract. JOHS 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 JOHS, state, or federal governments. Contractor shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal 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 JOHS 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.

- c. **Corrective Action.** In addition to the remedies in paragraph 5 and 7 of the Stand Terms and Conditions of this Contract, if JOHS finds Contractor not in compliance with Contract conditions, or identifies program deficiencies, JOHS may issue a written corrective action plan. If Contractor fails to complete the terms of its corrective action plan, JOHS 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 give Notice to JOHS in writing, ten (10) working days in advance of any change in operating hours, temporary (three (3) months or less) closure of admissions to any service funded through this Contract, or temporary closure for any reason other than Contractor's standard holidays. Contractor shall immediately notify JOHS in the case of unanticipated closures.
- 11. Property Management.** Contractors receiving funds specifically for property shall comply with the following:
- a. 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 JOHS funds, that property belongs to JOHS. 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.
 - 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 JOHS, 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.
- 12. 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 JOHS 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 and state regulations on confidentiality.
- 13. Reporting and Investigation of Suspected Fraud and Embezzlement.** Contractor will report in writing the details of any cases of suspected fraud and embezzlement involving its employees or the employees of its subcontractors to the JOHS not later than one (1) working day after the date the alleged activity comes to Contractor's attention. The report will describe the incidents and action being taken to resolve the problem. Contractor will give the report as a specific form of Notice as described in Section 2.

In cases of suspected fraud and embezzlement involving JOHS funds and resources, Contractor will be responsible for investigating cases involving its employees or employees of subcontractors. Contractor is responsible for referral to the proper legal

authorities. JOHS may assume control of any case not handled to the JOHS' satisfaction.

In cases of suspected fraud and embezzlement which do not involve funds and resources of the JOHS, Contractor will seek resolution of the problem. JOHS may intervene in cases involving resources of clients served by Contractor. JOHS will review all cases of suspected fraud or embezzlement whether or not JOHS resources appear to be at risk. Contractor will adopt and follow any internal control procedures, which JOHS decides are needed. Failure of the Contractor to adopt or follow such procedures will be considered a breach of this Contract and will be dealt with according to provisions in the Standard Terms and Conditions, Section 5.c.

14. Dispute Resolution.

- a. Contractor may submit a letter documenting any complaints or concerns about the terms of this Contract to the address provided for Notice in Section 2.
- b. Director or Director's designee will call Contractor within ten (10) days of receipt of the letter to discuss the letter and schedule a meeting, if needed.
- c. The Director or Director's designee will issue a written decision within fifteen (15) days after receipt of the Contractor's letter.
- d. Contractor may appeal this decision in writing to the Director, at the address provided for Notice in Section 2. The Director or Director's designee will contact Contractor within ten (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 will issue a written decision within fifteen (15) days after receipt of the Contractor appeal letter. Decision of the Director or Director's designee is final; however, Contractors who receive funding from the State of Oregon's Oregon Health Authority's Addictions and Mental Health Division and/or Seniors and Peoples with Disabilities Division may seek mediation as described in OAR 309-014-0000 through 309-014-0040.

15. 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.

16. 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 JOHS and shall make them accessible upon request and available for employees, volunteers and family members of employees.

17. 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.

18. 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.

19. Subcontracts and Assignment. In addition to Section 2 of the Standard Terms and Conditions of this contract, 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 provide in its use of federal and state funds.

20. Service Standards.

- a. 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 JOHS.
- b. 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, located at: <http://web.multco.us/dchs-community-services>.
- c. In all cases where Contractor seeks to charge a program fee from clients for services funded by JOHS, 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.
- d. Contractor shall ensure the involvement of customer representatives for its services, in significant decision-making roles within the Contractor organization, e.g., homeless and formerly homeless people in emergency shelter and housing programs.
- e. Contractor shall assure access to information about its services to all clients potentially eligible for the services provided under this Contract.
- f. Unless otherwise exempt, Contractor shall ensure that access to program services is available without regard to age, race, ethnicity, religion, family status, sex, or gender identity or sexual orientation.
- g. 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.
- h. Contracted services shall be provided in accordance with all applicable Program Instructions, incorporated herein by this reference.

SAMPLE