

**MULTNOMAH COUNTY SERVICES CONTRACT****Contract Number: [[ Contract Number ]]**

This Services Contract ("Contract") is between MULTNOMAH COUNTY ("County") and [[ Name (Primary Second Party) ("Contractor")], each of whom is a "Party" and collectively they are the "Parties."

**CONTRACTOR ADDRESS:**

[[ Name (Primary Second Party) ]]

[[ Street Line 1 (Primary Second Party) ]]

[[ City/Town (Primary Second Party) ]], State/Providence (Primary Second Party) ] [[ Postal Code (Primary Second Party)]]

The Parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be [[ Start Date ]] ("Effective Date").

Unless earlier terminated as provided below, the Contract term begins on the Effective Date and continues until [[ End Date ]] (the "Term").

**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              | Intentionally Omitted   |
| 5              | Intentionally Omitted   |
| 6A             | Invoice Template  |
| 6B             | Monthly Expenditures Report                                       |
| 6C             | Agency Budget Templates   |

**Attachments**

| Attachment Letter | Description   |
|-------------------|---|
| A.1               | Fiscal Year 20XX-20XX Program Instructions  |
| A - ASC 1         | Joint Office of Homeless Services Adult Services Client File Standards  |
| B                 | Joint Office of Homeless Services Special Conditions  |
|                   | **Other Attachments based on services categories and serviced provided or Subrecipient of Federal Funds awarded** |

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: [[ Contract Number ]]

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.

### CONTRACTOR SIGNATURE

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 6 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; Right to Audit.** 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. In addition to Records, Contractor shall permit the members of the County Auditor's Office with reasonable access to its employees, properties, and equipment relevant to its performances under the Contract.
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, and if providing lawn and landscape maintenance services Contractor 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, 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. 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, except to the extent any of the same is caused in whole or in part by the negligence of County and its officers, employees and agents or any of them. 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 during the Term, 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, Contractor will be notified via a certified letter within thirty (30) days of such change.
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 Assistance Listing Number(s) (ALN), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per 2 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.

| ALN #   | Program Title           | Program Amount           |
|---|-------------------------|--------------------------|
| [[ ALN: Assistance Listing Number (ALN) Number ]] | [[ ALN: Program Name ]] | [[ ALN: Dollar Amount ]] |

24. **Fiscal Requirements and Audit Rights.** 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, 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>.
- a. 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.
- b. 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.

- c. 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.
- 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.

**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; (iii) exfiltration or manipulation of data; or (iv) 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](mailto: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 will immediately notify County upon any unauthorized use, disclosure, breach, or suspected breach of data subject to 42 CFR Part 2. 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](mailto:IT.Security@multco.us).
    - (iii) 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.
- 28. Parties' Relationship; Non-exclusivity.** The Parties acknowledge and agree that their relationship is that of independent contracting entities. This Contract does not create any form of

legal association that would impose liability upon one Party for any act or omission of the other, nor does it preclude either Party from conducting similar business with other parties.

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## MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: [[ Contract Number ]]

### 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. 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 Joint Office of Homeless Services (JOHS) Guidelines, 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 category or budget line to another without a Contract amendment or prior written JOHS approval, except as specifically allowed below.**
3. **Budgets:**
  - a. JOHS will provide Contractor a Budget Packet and an Invoice Template to use (See Exhibits 6A, 6B and 6C for samples, subject to change).
  - b. On or around May 1 of each year, the JOHS will provide Contractor with a draft budget packet with estimated program funding levels for the forthcoming fiscal year that starts on July 1. Contractor will complete detailed program budgets based on the estimated funding levels and return the completed Budget Packet to its JOHS Contract Manager on or around June 1 of each year. The JOHS Contract Manager will review the completed budget packet and communicate the need for any changes to Contractor in writing. The Budget Packet will be finalized on or around July 1 of each year. The dates associated with developing program budgets may vary from year to year and will be communicated by the JOHS in writing. 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 approved Invoice Packet provided by JOHS.
  - b. Monthly invoices are due no later than the 20<sup>th</sup> of the month following service.
  - c. Contractor will submit all final requests for payment 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 fifteen (15) calendar days after June 30 unless otherwise specified.
  - d. If Contractor receives City of Portland General Funds, final requests for payment are due as specified in Attachment A.1.
  - 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.1.**
  - 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 fiscal 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.** 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.1. 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 10 (ten) business days of receipt of monthly expenditure report, unless payment terms are otherwise established.

2. Monthly Expenditure Report (Exhibit 6B) is due the 20<sup>th</sup> 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. To ensure timely rent payments on behalf of clients, rent payment expenditures may be incurred by Contractors for the immediate month following the service period, and may include these expenditures for cost reimbursement on the invoice in which they were incurred (e.g. August rent expenses incurred in July). Contractor may **not** request reimbursement for future rent payment expenditures that exceed the immediate month following the service period (e.g. reimbursement for September or later rent expenditures would not be allowable in July) unless otherwise authorized in writing by JOHS Contract Manager.
  4. Requests to increase any budget line or to shift funding between budget lines require written approval from JOHS before spending exceeds the current budget. Within each budget line, the provider may shift spending between major expenditure categories such as personnel, direct materials and services, or client assistance without prior approval. However, any shift between expenditure categories that exceeds \$50,000 or changes expected programmatic outcomes requires written approval from JOHS in advance.
- 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 using the template provided, 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. Data Collection & 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. All data uses and disclosures will be consistent with those specified in the "NW Social Service Connections CMIS/HMIS Policies and Procedures" or its subsequent replacement.
2. Contractor shall use the service definitions and the standardized forms provided by JOHS for data collection 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.1: Program Instructions as attached.
6. Unless otherwise waived by JOHS Contract Manager, Contractor will execute a "NW Social Service Connections Participation Agreement" or its subsequent replacement for participation in the local Homeless Management Information System (HMIS), also known as "WellSky Community Services" or "ServicePoint" and,
  - a. Complete a "NW Social Service Connections' HMIS/CMIS Inter-Agency Data Sharing Agreement for Agencies in Multnomah County" or its subsequent replacement.
  - b. Complete a "NW Social Service Connections' HMIS/CMIS Inter-Agency Data Sharing Agreement for Agencies in Multnomah County Addendum" or its subsequent replacement.
  - c. Confirm that each administrative staff or end user with access to HMIS has executed a "NW Social Service Connections User Agreement" or its subsequent replacement.
  - d. Confirm that each administrative staff or end user with access to HMIS and working remotely has executed a "NW Social Service Connections REMOTE ACCESS POLICY" or its subsequent replacement.
  - e. Assure adherence to all policies and procedures set forth in the "NW Social Service Connections CMIS/HMIS Policies and Procedures" document or its subsequent replacement.
  - f. Meet or exceed data quality benchmarks as identified in the current "HMIS Data Quality Plan" as provided the JOHS ("JOHS HMIS Data Quality Plan").
  - g. Support ongoing and intermittent data clean-up efforts, as requested by JOHS HMIS Lead.
  - h. Utilize HMIS to record client level information as required by current Policies and Procedures, HUD Universal Data Elements (when applicable), HUD Program Specific Data Elements (when applicable) and the JOHS.
  - i. Enter all required data within ten (10) days of the associated activity (e.g. program entries, programs exits, service transactions, etc. as indicated by data workflow). If there are differences between this requirement and the data timeliness requirements identified in the JOHS HMIS Data Quality Plan, adhere to the document with the shorter timeliness requirement.
  - j. Utilize HMIS for subsequent contract reporting. The following reports will be used for quarterly and Year-End reports: 1) CoC APR (when applicable), 2) Shared Housing Assessment Report (SHAR) [NOTE: FOR FY 23, SHAR WILL NOT BE REQUIRED UNTIL Q3. NOTICE WILL BE SENT WHEN THE REPORT IS FIXED

AND AVAILABLE.], and 3) PHB - Participant Demographics Report, or their subsequent replacements. Other reports may be requested as necessary.

- k. 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](http://www.ohcs.oregon.gov)).
  - l. Contractor must post the "NW Social Service Connections Notice to Clients of Uses & Disclosures Privacy Notice" or its subsequent replacement in its office and/or on its website and also make this document available to participants as part of their intake packet. The longer "NW Social Service Connections - Notice to Clients of Uses & Disclosures - Privacy Notice to Clients" or its subsequent replacement must be made available to participants upon request.
- D. Housing Inventory Count and Point in Time Count.** Unless otherwise waived by JOHS Contract Manager and JOHS HMIS Lead, Contractor shall annually assist JOHS in updating HMIS 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 Count). Contractor will also coordinate and ensure the completion of any supplementary participant surveys that are associated with the sheltered component of the PIT Count, also referred to as the "One Night Shelter Count". Additionally, the Contractor shall participate, as requested by JOHS and reasonably feasible for Contractor, in outreach and service-based components of the unsheltered PIT Count, also referred to as the "Street Count".
- E. Severe Weather.** Unless otherwise provided in Attachment A.1, 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.** Contractors should submit an incident report to their contract manager at JOHS as soon as possible and within three days of the incident if it involves a serious safety threat to staff or clients, elicits the provider's crisis or tragedy response, or impacts an agency's ability to deliver services. Incident Reports should include at a minimum: date of incident, time, location, program, incident description, action taken by staff, follow up, and any impact to the premises or facility. 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 client or anyone onsite as a result of staff action or inaction;



3. The serious injury or death of anyone onsite;
4. Instances where a lifesaving device, medication, or method has been used (such as an AED, Narcan, or CPR);
5. A suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client, including any use of a requested or placed psychiatric hold;
6. Criminal charges brought against a client, staff member or subcontract staff member involving a client or any actions taking place onsite.
7. 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;
8. A medication error which results in a client death, serious injury, or hospitalization;
9. Significant damages to facilities or premises;
10. A communicable disease outbreak; or
11. Any incident deemed by contractor to be of a critical nature.



## 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.**

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.

- 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.
- iii. **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.

**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: [tmmarketplacesupport@multco.us](mailto:tmmarketplacesupport@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**

**[[ Insurance requirements dependent on Exhibit 1: Statement of Work ]]**

### EXHIBIT 3

## MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. [[ Contract Number ]]

### 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:** \_\_\_\_\_

[[ Contract Number ]]

## Exhibit 6A: Invoice Template

[Supplier Name]

[Street Address]

[City, ST ZIP]

### JOHS INVOICE

INVOICE #                      DATE

Example                      Example

TOTAL AMOUNT              SERVICE PERIOD

Example                      Example

SUPPLIER ID              PURCHASE ORDER

12345 - Example              POID.00EXAMPLE

#### BILL TO

Joint Office of Homeless Services

619 NW 6th Ave #524

Portland, OR 97209

(503) 988-2525

| PO<br>LINE<br># | SERVICE LINE DESCRIPTION | COST OBJECT | AMOUNT<br>THIS<br>INVOICE | TOTAL<br>CONTRACTED<br>BUDGET | BILLED TO<br>DATE | REMAINING<br>BALANCE |
|-----------------|--------------------------|-------------|---------------------------|-------------------------------|-------------------|----------------------|
| 1               |                          |             |                           |                               |                   |                      |
| 2               |                          |             |                           |                               |                   |                      |
| 3               |                          |             |                           |                               |                   |                      |
| 4               |                          |             |                           |                               |                   |                      |
| 5               |                          |             |                           |                               |                   |                      |
| 6               |                          |             |                           |                               |                   |                      |
| 7               |                          |             |                           |                               |                   |                      |
| 8               |                          |             |                           |                               |                   |                      |
| 9               |                          |             |                           |                               |                   |                      |
| 10              |                          |             |                           |                               |                   |                      |
| 11              |                          |             |                           |                               |                   |                      |
| 12              |                          |             |                           |                               |                   |                      |
| 13              |                          |             |                           |                               |                   |                      |
| 14              |                          |             |                           |                               |                   |                      |
| 15              |                          |             |                           |                               |                   |                      |
| 16              |                          |             |                           |                               |                   |                      |
| 17              |                          |             |                           |                               |                   |                      |
| 18              |                          |             |                           |                               |                   |                      |
| 19              |                          |             |                           |                               |                   |                      |
| 20              |                          |             |                           |                               |                   |                      |
| 21              |                          |             |                           |                               |                   |                      |
| 22              |                          |             |                           |                               |                   |                      |
| 23              |                          |             |                           |                               |                   |                      |
| <b>TOTAL</b>    |                          |             | <b>\$ -</b>               | <b>\$ -</b>                   | <b>\$ -</b>       | <b>\$ -</b>          |

FORMAT IN EFFECT AS OF  
CONTRACT EXECUTION

Supplier Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_

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.

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: \_\_\_\_\_

[[ Contract Number ]]

## Exhibit 6B: Monthly Expenditures Report

| Monthly Expenditure Report  |                                 |                        |                        |              |                |              |
|---|---------------------------------|------------------------|------------------------|--------------|----------------|--------------|
| SERVICE PERIOD  | INVOICE #                       |                        |                        |              |                |              |
|   | 1234                            |                        |                        |              |                |              |
| PURCHASE ORDER  |                                 |                        |                        |              |                |              |
| POID.000000000  |                                 |                        |                        |              |                |              |
|   | 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 |
| <b>PERSONNEL</b>  |                                 |                        |                        |              |                |              |
| 1. Salaries & Wages   |                                 |                        |                        |              |                |              |
| 2. Overtime   |                                 |                        |                        |              |                |              |
| 3. Fringe   |                                 |                        |                        |              |                |              |
| 4. Volunteers   |                                 |                        |                        |              |                |              |
| <b>SUBTOTAL PERSONNEL</b>   | \$ -                            | \$ -                   | \$ -                   | \$ -         | \$ -           | \$ -         |
| <b>DIRECT MATERIALS &amp; SERVICES (M&amp;S)</b>  |                                 |                        |                        |              |                |              |
| 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  |                                 |                        |                        |              |                |              |
| <b>SUBTOTAL DIRECT M&amp;S</b>  | \$ -                            | \$ -                   | \$ -                   | \$ -         | \$ -           | \$ -         |
| <b>INDIRECT</b>   |                                 |                        |                        |              |                |              |
| 19. Overhead/Admin  |                                 |                        |                        |              |                |              |
| <b>OTHER</b>  |                                 |                        |                        |              |                |              |
| 20. Client Assistance   |                                 |                        |                        |              |                |              |
| 21. Capital Expenditures  |                                 |                        |                        |              |                |              |
| 22. Sub Awards > \$25k  |                                 |                        |                        |              |                |              |
| <b>SUBTOTAL OTHER</b>   | \$ -                            | \$ -                   | \$ -                   | \$ -         | \$ -           | \$ -         |
| <b>TOTAL</b>  | \$ -                            | \$ -                   | \$ -                   | \$ -         | \$ -           | \$ -         |
|   |                                 |                        |                        |              |                |              |
|   |                                 |                        |                        |              |                |              |
| 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. |                                 |                        |                        |              |                |              |
| Authorized Signature:   |                                 |                        | Date:                  |              |                |              |
| Print Name:   |                                 |                        |                        |              |                |              |

[[ Contract Number ]]

## Exhibit 6C: Agency Budget Template

| Agency Budget   |                                 |              |                        |              |                        |              |
|---|---------------------------------|--------------|------------------------|--------------|------------------------|--------------|
| SERVICE PERIOD  | INVOICE #                       |              |                        |              |                        |              |
|   | 1234                            |              |                        |              |                        |              |
| PURCHASE ORDER  |                                 |              |                        |              |                        |              |
| POID.000000000  |                                 |              |                        |              |                        |              |
|   | PO Line #: [#]                  |              | PO line #: [PO line #] |              | PO line #: [PO line #] |              |
|   | [Service Line Item Description] |              | Service Name           |              | Service Name           |              |
|   | [Cost Object]                   |              | [Cost Object]          |              | [Cost Object]          |              |
|   |                                 |              |                        |              |                        |              |
| <b>Expenditures</b>   | Contract Funds                  | Agency Funds | Contract Funds         | Agency Funds | Contract Funds         | Agency Funds |
| <b>PERSONNEL</b>  |                                 |              |                        |              |                        |              |
| 1. Salaries & Wages   |                                 |              |                        |              |                        |              |
| 2. Overtime   |                                 |              |                        |              |                        |              |
| 3. Fringe   |                                 |              |                        |              |                        |              |
| 4. Volunteers   |                                 |              |                        |              |                        |              |
| <b>SUBTOTAL PERSONNEL</b>   | \$ -                            | \$ -         | \$ -                   | \$ -         | \$ -                   | \$ -         |
| <b>DIRECT MATERIALS &amp; SERVICES (M&amp;S)</b>  |                                 |              |                        |              |                        |              |
| 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  |                                 |              |                        |              |                        |              |
| <b>SUBTOTAL DIRECT M&amp;S</b>  | \$ -                            | \$ -         | \$ -                   | \$ -         | \$ -                   | \$ -         |
| <b>INDIRECT</b>   |                                 |              |                        |              |                        |              |
| 19. Overhead/Admin  |                                 |              |                        |              |                        |              |
| <b>OTHER</b>  |                                 |              |                        |              |                        |              |
| 20. Client Assistance   |                                 |              |                        |              |                        |              |
| 21. Capital Expenditures  |                                 |              |                        |              |                        |              |
| 22. Sub Awards > \$25k  |                                 |              |                        |              |                        |              |
| <b>SUBTOTAL OTHER</b>   | \$ -                            | \$ -         | \$ -                   | \$ -         | \$ -                   | \$ -         |
| <b>TOTAL</b>  | \$ -                            | \$ -         | \$ -                   | \$ -         | \$ -                   | \$ -         |
|   |                                 |              |                        |              |                        |              |
|   |                                 |              |                        |              |                        |              |
| 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. |                                 |              |                        |              |                        |              |
| Authorized Signature:   |                                 |              | Date:                  |              |                        |              |
| Print Name:   |                                 |              |                        |              |                        |              |

[[ Contract Number ]]

**Attachment A.1 FY 20XX-20XX Program Instructions**

**Multnomah County Joint Office of Homeless Services**

**Contract Number: [[ Contract Number ]]**

**Provider: [[ Name (Primary Second Party) ]]**

**Effective Dates: July 1, 20XX to June 30, 20XX**



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

**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

1. **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.
2. **Confidentiality.** Contractor shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.
3. **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.
4. **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. 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.

## **5. 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") <https://multco-web7-psh-files-usw2.s3-us-west-2.amazonaws.com/s3fs-public/Countywide%20Fiscal%20Policies%20%26%20Procedures%20Manual%20rev%206.30.18.pdf> Independent external audits and reviews 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 as described in 2 CFR §200.331, shall meet the audit requirements of OMB 2 CFR §200.501.

**6. 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.

**7. 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 local, 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, including local, state, or federal governments, and must comply with other reasonable requests related to monitoring. 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, or their authorized agents, 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.

**8. 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.

**9. Capital Purchases.** Contractors receiving funds specifically for property shall comply with the following:

- a. Real property valued at \$5,000 or more must be specifically approved by JOHS in advance. In the event that real property is purchased with Federal or State pass-through funds, the Contractor must follow all relevant regulations regarding property disposition, repayment, and transfer of ownership
- b. Contractor shall maintain the property and a property control system in compliance with federal regulations,; 2 CFR Part 200.311-200.314. 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.

**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 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.

**11. 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.

## **12. 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.

**13. 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. Except when prohibited by federal or state law, 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. Domestic and sexual violence advocates, according to Oregon state law, are exempt from the list of "public or private officials" in the definition section of the mandatory reporting law, and are therefore not mandated by the state to report child abuse, elder abuse, abuse of persons with severe and persistent mental illness or abuse of persons with developmental disabilities.

**14. 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.

**15. 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.

**16. 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. Contractor shall provide any subcontracts to their Contract Manager for review and approval prior to execution.

**17. Service Standards.**

- a. Contractor will maintain service provision at agreed upon levels throughout the contract unless otherwise negotiated with 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.
- 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., people experiencing homelessness and people who are formerly homeless 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.

**18. Overarching Principles of the Joint Office of Homeless Services (JOHS).** The Joint Office of Homeless Services vision is that no one should be homeless, and that everyone deserves a safe, affordable place to call home. Our work is guided by the values – to prioritize those who are most vulnerable, to promote racial and ethnic justice, to engage the community in identifying and implementing strategies that work, to use data and hold programs accountable for outcomes, and to strengthen the overall capacity of our systems by increasing alignment, coordination, and leverage. JOHS continues to build toward and sustain the community-wide capacity to annually prevent at least 6,000 people from becoming homeless, to place at least 6,000 into permanent housing, and to maintain at least 1,495 year-round emergency shelter beds.

**19. Accountability.** Contractor shall have written policies and procedures that ensure staff and volunteers provide respectful and effective services, and have clearly defined methods for obtaining feedback on the provision of services.

- A. Grievances.** Contractor shall establish a system of written procedures through which a program participant or their family member may present grievances about the operation of services. Agency shall make grievance processes readily accessible and available to clients. Agency shall provide advice to such persons as to the grievance procedure when requested. Agency must keep record of all grievances received in the contract year, and additionally provide evidence in client files (when applicable) that shows client has been made aware of the agency's grievance procedures. Contractor shall make grievances available to JOHS upon request.
- B. Participant and Staff Feedback.** Contractor shall demonstrate accountability to participants and staff through established processes that gather participant and staff feedback about the operation of services at least annually. Feedback shall be made available to JOHS upon request.

- C. Termination of Services/Exclusion Policy.** Contractor shall have written termination and/or exclusion policy that appropriately protects the interests of participants by 1) applying a trauma-informed and equity lens to evaluating rule violations; 2) imposing sanctions short of termination wherever reasonably possible; 3) informing participants in clear terms of the reason for their termination and/or exclusion from a program; and 4) outlines the process for grieving the decision. Except in extreme situations, termination and exclusion policies should allow for re-entry into programming under appropriate conditions.