



Contract Review Sheet

BO-1877-17 (6)

Contract for Services #: **BO-1877-17** Amendment #: **6**

Contact: **Melissa Rounds** Department: **Board of Commissioners**

Phone #: **x5193** Date Sent: **Tuesday, May 3, 2022**

Title: **Veterans Services Office**

Contractor's Name: **Mid-Willamette Valley Community Action Agency, Inc.**

Term - Date From: **January 2, 2018** Expires: **June 30, 2023**

Contract Total: \$ **1,216,398.00** Amendment: \$ **318,161.00** New Total: \$ **1,534,559.00**

☐ Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **RFP** CMS # **BOC-242-17**

Description of Services or Grant Award

Amendment #6 - Fourth renewal to contract to extend expiration date to June 30, 2023, and add funding for FY22-23.

Desired BOC Session Date: **5/25/2022** BOC Planning Date: **5/12/2022**

Files submitted in CMS: **5/4/2022** Printed packet & copies due in Finance: **5/10/2022**

BOC Session Presenter(s) **Matt Lawyer**

FOR FINANCE USE

Date Finance Received: **5/4/2022** Date Legal Received: _____

Comments: **Y**

REQUIRED APPROVALS

DocuSigned by:
Camber Schlag
C5B2F3DF257F444...
5/4/2022

Finance - Contracts Date

DocuSigned by:
Carrie Graham
C56F30F42D03469...
5/9/2022

Contract Specialist Date

DocuSigned by:
Jane E Vetto
D0CFC5B04B9F483...
5/9/2022

Legal Counsel Date

DocuSigned by:
Jan Fritz
DC16351248DE4EC...
5/9/2022

Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: May 25, 2022

Department: Board of Commissioners

Agenda Planning Date: May 11, 2022

Time required: 15

☐ Audio/Visual aids

Contact: Melissa Rounds

Phone: 503-588-5193

Department Head Signature:

DocuSigned by:

Jan Fritz

DC16351248DE4EC...

TITLE

Consider approval of Amendment #6 for the fourth annual renewal of the Contract for Services with Mid-Willamette Valley Community Action Agency, Inc. to add \$318,161.00

Issue, Description & Background

Marion County issued a request for proposal in 2017 and selected Mid-Willamette Valley Community Action Agency Inc. to provide services to veterans in Marion County. The Request for Proposal allows for up to five annual renewals of the contract. This contract amendment represents the fourth of five renewals. Services have expanded to include a third veterans services officer and the program relocated to a new office in May, 2019.

Financial Impacts:

Funding is from the State of Oregon plus a general fund contribution from Marion County.

Impacts to Department & External Agencies

The Veterans Services program enhances other services provided by Health and Human Services as well as outreach for suicide prevention.

Options for Consideration:

1. Do not approve the amendment.
2. Approve the amendment.

Recommendation:

Approve the amendment.

List of attachments:

Amended Contract.

Presenter:

Matt Lawyer

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

Melissa Rounds, mrounds@co.marion.or.us

REQUEST FOR AUTHORIZATION OF CONTRACT

Date: 5/3/2022

To: Chief Administrative Officer

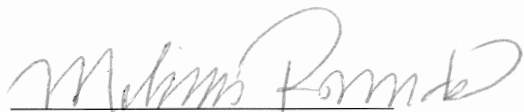
Cc: Contract File

From: Melissa Rounds

Subject: Amendment Exceeds 25%

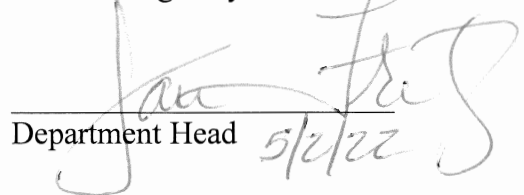
The Marion County Board of Commissioners is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Mid-Willamette Valley Community Action Agency for administering the county's Veterans Services Program with a value of \$1,216,398.00 and an additional \$318,161.00 will be added to the contract for a new contract total of \$1,534,559.00 upon approval. The contract must be amended yearly to add the new budget request amount for the ensuing fiscal year, a portion of which is funded through a grant from Oregon Department of Veterans Affairs.

Submitted by:



Melissa Rounds,
Board of Commissioners Office

Acknowledged by:



Department Head



Marion County
OREGON

**AMENDMENT #6 to the
CONTRACT FOR SERVICES BO-1877-17
between**

**MARION COUNTY and MID-WILLAMETTE VALLEY COMMUNITY ACTION
AGENCY**

This Amendment No. 6 to the Contract for Services (as amended from time to time, the "Contract"), dated January 2, 2018 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Mid-Willamette Valley Community Action Agency, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

1. TERM. This Contract expires on June 30, 2023 [June 30, 2022]. The parties may renew the term of this Contract on an annual basis up to a maximum of one [two] year pursuant to available funding.

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$1,534,599 [\$1,216,398].

**EXHIBIT A
STATEMENT OF WORK**

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is [1,216,398] \$1,534,599.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

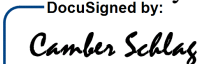
Commissioner Date

Authorized Signature:  DocuSigned by:
DC16351248DE4EC... 5/9/2022

Chief Administrative Officer Date

Reviewed by Signature:  DocuSigned by:
D0CFC5B04B9F483... 5/9/2022

Marion County Legal Counsel Date

Reviewed by Signature:  DocuSigned by:
C5B2F3DF257F444... 5/4/2022

Marion County Contracts & Procurement Date

MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY

Authorized Signature: _____ Date: _____

Title: _____



AMENDMENT #5 to the
CONTRACT FOR SERVICES
between

MARION COUNTY and MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY
BO-1877-17

This Amendment No. 5 to the Contract for Services (as amended from time to time, the "Contract"), dated December 13, 2017 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Mid-Willamette Valley Community Action Agency, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

1. TERM. This Contract expires on [June 30, 2021] June 30, 2022. The parties may renew the term of this Contract on an annual basis up to a maximum of [three] two years pursuant to available funding.

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is [\$935,538] \$1,216,398.

**EXHIBIT A
STATEMENT OF WORK**

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is [935,538] \$1,216,398.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES

BOARD OF COMMISSIONERS:

 6-9-2021
Chair Date

Not Present At Meeting

 6/9/2021
Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

Mid-Willamette Valley Community Action Agency

Authorized Signature: _____ Date: 16 June 2021

Title: Executive Director



AMENDMENT #4 to the
CONTRACT FOR SERVICES
between

MARION COUNTY and MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY
BO-1877-17

This Amendment No. 4 to the Contract for Services (as amended from time to time, the "Contract"), dated December 13, 2017 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Mid-Willamette Valley Community Action Agency, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

1. TERM. This Contract expires on [June 30, 2020] June 30, 2021. The parties may renew the term of this Contract on an annual basis up to a maximum of [four] three years pursuant to available funding.

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is [\$642,109] \$935,538.

**EXHIBIT A
STATEMENT OF WORK**

1. STATEMENT OF SERVICES.

C. SPECIAL REQUIREMENTS.


v. Contractor shall provide the County with Quarterly Expenditure Reports [by the 15th] no later than the 21st of the month following the end of each quarter.

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is [642,109] \$935,538.


Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

BOARD OF COMMISSIONERS:

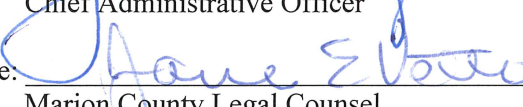
 6/24/2020
Chair Date

 6-24-20
Commissioner Date

 6.24.2020
Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature:  6/17/20
Chief Administrative Officer Date

Reviewed by Signature:  6/18/20
Marion County Legal Counsel Date

Reviewed by Signature:  June 18, 2020
Marion County Contracts & Procurement Date

Mid-Willamette Valley Community Action Agency

Authorized Signature:  Date: 25 June 2020

Title: Executive Director



AMENDMENT #3 to the
CONTRACT FOR SERVICES BO-1877-17
between

MARION COUNTY and MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY

This Amendment No. 3 to the Contract for Services (as amended from time to time, the "Contract"), dated December 13, 2017 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Mid-Willamette Valley Community Action Agency, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

1. **TERM.** This Contract is effective January 2nd, 2018. This Contract expires on [June 30th, 2019] June 30, 2020. The parties may renew the term of this Contract on an annual basis up to a maximum of [five] four years pursuant to available funding.
2. **CONSIDERATION.** The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is [\$348,700 for eighteen (18) months] \$642,109.

EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES.

A. GENERAL INFORMATION

- i. Contractor's primary objective is to assist qualified veterans and the spouse or dependents of the veteran residing in Marion County to apply for benefits administered by the [USDVA] United States Department of Veterans Affairs (USDVA) under 38 USC Part II. Assisting qualified veterans and the spouse or dependents of the veteran residing in Marion County with applications for benefits under 38 USC Part II takes priority over assistance with other benefits or applications for benefits not administered under 38 USC Part II.
- ii. Contractor must obtain certification through the Oregon Department of Veterans Affairs (ODVA) as an accredited veteran's service officer with the [United States Department of Veterans Affairs (USDVA)] USDVA to represent veterans with claims for benefits administered by the USDVA. Contractor must obtain certification no later than twelve months (12) after the entering into this Contract. Contractor shall maintain accreditation at all times and shall achieve ongoing training requirements and opportunities [Per 38 CFR 14.628-14.629 and ORS 406.452.]

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

[i. Process telephone calls, mail, and other correspondence in order to assist veterans and their dependents with a variety of functions, including but not limited to applications, appeals, interviews, mail, powers of attorney, housing, job searches, and other services that benefit veterans and their dependents.]

i. Provide additional activity reports as requested by Marion County which may include occasional presentations to the Board of Commissioners.

j. Process telephone calls, mail, and other correspondence in order to assist veterans and their dependents with a variety of functions, including but not limited to applications, appeals, interviews, mail, powers of attorney, housing, job searches, and other services that benefit veterans and their dependents.

C. SPECIAL REQUIREMENTS

i. Contractor shall maintain the location for the Marion County Veterans Service Office at [615 Commercial St. NE Salem, OR 97301] 780 Commercial St. SE, Ste. 302, Salem, OR 97301. If Contractor wants to move the location of the Marion County Veterans Service Office, the Contractor shall provide the County with notice of Contractor's intent to move the location and obtain the County's written approval prior to moving the Marion County Veterans Service Office.

iii. Contractor shall prepare and submit all reports that the ODVA requests or requires from County Veterans' Services Offices or Veterans' Service Officers. Contractor shall provide the County with a copy of all reports submitted to the ODVA. Copies of these reports shall be submitted to the County Board of Commissioners Office with the quarterly expenditure report.

vi. Contractor shall provide the County with a proposed annual budget within available funding. Contractor shall provide the County with an annual budget no later than [May 1st] February 15th, effective July 1st of each year.

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is [\$348,200] \$642,109.


D. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.


Marion County
[Attn: Cindy Johnson]
Attn: Melissa Rounds


Board of Commissioners
555 Court Street NE, Suite 5232
PO Box 14500
Salem, OR 97309

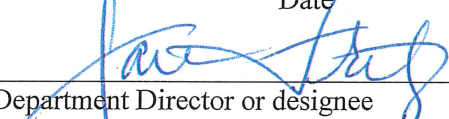
Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

 6-26-19
Chair Date

 6-26-19
Commissioner Date

 6-26-19
Commissioner Date

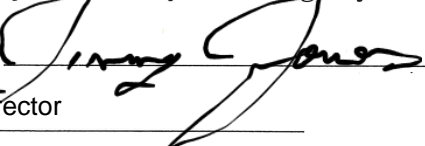
Authorized Signature:  6/14/19
Department Director or designee Date

Authorized Signature:  _____
Chief Administrative Officer Date

Reviewed by Signature:  6/19/19
Marion County Legal Counsel Date

Reviewed by Signature:  June 18, 2019
Marion County Contracts & Procurement Date

Mid-Willamette Valley Community Action Agency

Authorized Signature:  Date: July 1, 2019
Title: Executive Director



Marion County
OREGON

AMENDMENT 2 to the
CONTRACT FOR SERVICES

between

MARION COUNTY and Mid-Willamette Valley Community Action Agency Inc.

This Amendment No. 2 to the Contract for Services (as amended from time to time, the "Contract"), dated January 2, 2018 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Mid-Willamette Valley Community Action Agency Inc. hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

1. **CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is [~~\$348,200~~] \$348,700.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

Authorized Signature: [Signature] Date: 7/17/18
Department Director or designee

Authorized Signature: N/A Date: _____
Chief Administrative Officer

Reviewed by Signature: [Signature] Date: 7/24/18
Marion County Legal Counsel

Reviewed by Signature: [Signature] Date: 7/23/18
Marion County Contracts & Procurement

CONTRACTOR

Authorized Signature: [Signature] Date: 7-31-2018

Title: Executive Director



Marion County
OREGON

AMENDMENT 1
to the
CONTRACT FOR SERVICES
between

MARION COUNTY and Mid-Willamette Valley Community Action Agency, Inc.

This Amendment No. 1, to the Contract for Services (as amended from time to time, the "Contract"), dated January 2, 2018, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Mid-Willamette Valley Community Action Agency, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

1. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is [~~\$344,000~~] \$348,200.

EXHIBIT A
STATEMENT OF WORK

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$ \$348,200. The addition of \$4,200 is for the allocation from the State of Oregon, Department of Veterans' Affairs, to Marion County, to heighten the awareness of veteran suicide and available mental health resources in the county area. Funds can be used to purchase materials such as banners, street signs, and printed materials for an awareness campaign, and other relatable expenses. Awareness efforts can include presenting information at the Marion County Fair and other outreach activities performed by service officers and other program staff, including during the month of September, which is National Suicide Prevention Month. Funds are anticipated to be available July 1, 2018, and must be expended by December 31, 2018. A one-time payment will be issued to the Contractor upon completion of activities. A final report of activities and expenses will be submitted to Marion County no later than February 1, 2019.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

BOARD OF COMMISSIONERS:

Chair NIA Date _____

Commissioner NIA Date _____

Commissioner NIA Date _____

Authorized Signature: [Signature] Date 6/14/18
Department Director or designee

Authorized Signature: NIA Date _____
Chief Administrative Officer

Reviewed by Signature: Dore E. Votto Date 6/20/18
Marion County Legal Counsel

Reviewed by Signature: [Signature] Date 6-15-18
Marion County Contracts & Procurement

CONTRACTOR

Authorized Signature: [Signature] Date: 6-22-2018

Title: Director

MARION COUNTY CONTRACT FOR SERVICES

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Mid-Willamette Valley Community Action Agency, Inc., a domestic non-profit corporation hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM. This Contract is effective January 2nd, 2018. This Contract expires on June 30th, 2019. The parties may renew the term of this Contract on an annual basis up to a maximum of five years pursuant to available funding.

2. CONSIDERATION.

A. The maximum, not-to-exceed available reimbursement to Contractor under this Contract, which includes any allowable expenses, is \$344,000 for **eighteen (18) months**. County will not reimburse Contractor any amount in excess of the not-to-exceed reimbursement of this Contract for completing the Work, and will not reimburse for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum reimbursement is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim reimbursements to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES.

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.

C. Contractor must comply with all instructions, policies, and procedures proscribed by the Oregon Department of Veterans Affairs (ODVA) regarding certification and accreditation to represent veterans with claims for benefits with the United States Department of Veterans Affairs. This includes all ODVA instructions, policies, and procedures for claims filing, claims management, quality assurance of claims, and other Veterans' Service Office services identified by the ODVA as set forth in Exhibit A, Enclosure 01.

D. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT. Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE. Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION.

A. County may reduce or terminate this contract when state, federal, or local funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS. Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS.

A. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

B. Contractor shall provide the Oregon Department of Veterans Affairs all reports, including Quarterly Report of Expenditures, Quarterly Report of Activities and supporting documentation. Contractor shall provide the County with a copy of all reports submitted to the Oregon Department of Veterans Affairs. Copies of these reports shall be submitted to the County Board of Commissioners Office.

11. CONFIDENTIALITY OF RECORDS.

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50, 42 CFR Part 2, and 45 CFR Part 164 as applicable.

12. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the

REV 5/2009, 7/13, 6/15

County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. 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 13C, 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.

E. Notwithstanding sections 13C and 13D, County may terminate this Contract immediately by written notice to Contractor upon receiving notification or correspondence from the Oregon Dept. of Veterans Affairs that Contractor is not meeting the Oregon Dept. of Veterans Affairs performance or quality assurance standards.

14. PAYMENT ON EARLY TERMINATION. Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B 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 13C 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 13C or 13D 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.

15. INDEPENDENT CONTRACTOR.

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not

an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE. This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material created by Contractor as a result of this Contract or submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract is subject to Oregon's Public Records Laws.

18. NO THIRD PARTY BENEFICIARIES.

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. 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.

19. 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.

20. MERGER CLAUSE. This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER. The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES. In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by 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 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If 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.

23. INSURANCE.

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County** ☐ **Not required by County.**

- ☒ \$1,000,000 Per occurrence limit for any single claimant; and
- ☒ \$2,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

iii. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County** ☐ **Not required by County.**

Bodily Injury/Death:

- ☒ \$1,000,000 Per occurrence limit for any single claimant; and
- ☒ \$2,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager
- ☐ \$500,000 Per occurrence limit for any single claimant
- ☐ \$1,000,000 Per occurrence limit for multiple claimants

iv. **AUTOMOBILE LIABILITY INSURANCE.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County** ☐ **Not required by County.**

Bodily Injury/Death:

- ☒ Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- ☐ \$500,000 Per occurrence limit for any single claimant; and
- ☐ \$1,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

24. NOTICE. Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

MWVCAA
Marion County VSO Program Manager
2475 Center St. NE
Salem, Oregon 97301
Fax No. 503-375-7580

To County:

Attn: Barb Young
Board of Commissioners Office
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309
Fax No. 503-588-5237

25. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY. If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that 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 to be invalid.

27. CONTRACT DOCUMENTS. This contract consists of the following documents, which are listed in descending order of precedence:

- A. This contract less all exhibits;
B. Exhibit A Statement of Work, with Enclosure 01;

- C. Attachment 1: The Contractor proposal dated October 6, 2017
- D. Attachment 2: The Request for Proposal


The foregoing documents, exhibits and attachments are attached hereto and made a part of the Contract by this reference.

28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

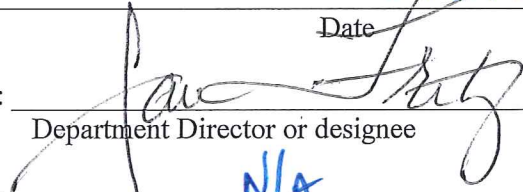
29. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

 12-13-17
Chair Date

Not Present At Meeting

 12.13.17
Commissioner Date

 12/4/17
Authorized Signature: Department Director or designee Date

 N/A
Authorized Signature: Chief Administrative Officer Date

Reviewed by Signature: _____

Marion County Legal Counsel

12/7/17

Date

Reviewed by Signature: _____

Marion County Contracts & Procurement

Dec 6, 2017

Date

MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC. SIGNATURE

Authorized Signature: _____

December 1, 2017

Date

Title: Executive Director

EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES. Contractor shall perform Services as described below.

A. GENERAL INFORMATION. Contractor shall perform the duties of the Marion County Veterans Service Office as further described below.

- i. Contractor's primary objective is to assist qualified veterans and the spouse or dependents of the veteran residing in Marion County to apply for benefits administered by the USDVA under 38 USC Part II. Assisting qualified veterans and the spouse or dependents of the veteran residing in Marion County with applications for benefits under 38 USC Part II takes priority over assistance with other benefits or applications for benefits not administered under 38 USC Part II.
- ii. Contractor must obtain certification through the Oregon Department of Veterans Affairs (ODVA) as an accredited veteran's service officer with the United States Department of Veterans Affairs (USDVA) to represent veterans with claims for benefits administered by the USDVA. Contractor must obtain certification no later than twelve months (12) after the entering into this Contract. Contractor shall maintain accreditation at all times and shall achieve ongoing training requirements and opportunities [Per 38 CFR 14.628-14.629 and ORS 406.452.]

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. As the Marion County Veterans Service Office, Contractor shall provide the following services:

- i. Contractor shall counsel and assist any qualified veteran residing in Marion County and any spouse and dependent of the veteran residing in Marion County, in preparing and applying for any benefits and aid to which the veteran, spouse and dependents are entitled under federal, state or local laws, rules and regulations. This includes the following:
 - a. Counsel clients to determine basic eligibility for government benefits as a result of the veteran's military service;
 - b. Prepare, present, and file claims and applications for government benefits on behalf of veterans, spouses and dependents;
 - c. Refer clients to other sources of aid and assistance, including social services, and other opportunities as appropriate;
 - d. Maintain accurate records of activities performed under this contract, including but not limited to: persons served, type of assistance provided, interviews conducted in-office, interviews conducted out-of-office, outreach activities, and information about all claims, appeals, and awards filed for or received;
 - 1. Outreach activities must be conducted out of normal office locations.
 - 2. Contractor shall keep track of the date, location, other organizations attending, and number of people attending the outreach activity.
 - e. Provide out-of-office assistance to persons unable to travel to the office for reasons of age or infirmity;
 - f. Counsel and assist with claims to hospitals, nursing homes, and other agencies serving veterans;

g. Perform activities to increase public awareness of benefits and services available to veterans and their families through advertisement and promotion of Marion County Veteran Service Office services. Work with other local veteran organizations and resources for referrals and to reduce the duplication of services;

h. Prepare and submit written quarterly reports to the County and Statewide Veteran Services Program at the ODVA. Contractor shall describe within reports the outreach services provided to veterans and their spouses or dependents, along with a complete detail of activities and expenditures. Contractor must use the ODVA Quarterly Report of Activities form, or other forms utilized by the ODVA, when preparing and submitting these reports (an example of this form is attached as Enclosure 01 to Exhibit A). Reimbursement is dependent on submission of compliant reports; and

i. Process telephone calls, mail, and other correspondence in order to assist veterans and their dependents with a variety of functions, including but not limited to applications, appeals, interviews, mail, powers of attorney, housing, job searches, and other services that benefit veterans and their dependents.

C. SPECIAL REQUIREMENTS.

i. Contractor shall maintain the location for the Marion County Veterans Service Office at 615 Commercial St. NE Salem, OR 97301. If Contractor wants to move the location of the Marion County Veterans Service Office, the Contractor shall provide the County with notice of Contractor's intent to move the location and obtain the County's written approval prior to moving the Marion County Veterans Service Office.

ii. The County and ODVA -will conduct an inspection of Contractor's office location at 615 Commercial St. NE Salem, OR 97301 for the purpose of determining the office's suitability to serve veterans and veterans with disabilities. Contractor shall grant complete access to the County and ODVA and must comply with any recommendations made to modify the office in order to meet the needs of veterans, including veterans with disabilities.

iii. Contractor shall prepare and submit all reports that the ODVA requests or requires from County Veterans' Services Offices or Veterans' Service Officers. Contractor shall provide the County with a copy of all reports submitted to the ODVA. Copies of these reports shall be submitted to the County Board of Commissioners Office.

iv. Contractor shall participate in all mandatory training and events required by the ODVA to maintain certification and/or accreditation with the USDVA.

v. Contractor shall provide the County with Quarterly Expenditure Reports. Quarterly Expenditure Reports shall be reviewed by the County as described in Section 2.B of Exhibit A. Contractor shall provide the County with Quarterly Expenditure Reports by the 15th of the month following the end of each quarter.

vi. Contractor shall provide the County with a proposed annual budget within available funding. Contractor shall provide the County with an annual budget no later than May 1st, effective July 1st of each year.

vii. Contractor shall meet any performance standards as determined and required by the County and/or ODVA.

Contractor shall be responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract, applicable laws, and guidance provided by the ODVA. Contractor shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

2. COMPENSATION. The total amount available for payment to Contractor under Attachment 1, Cost Proposal is \$325,721.50, with a not to exceed amount of \$344,000

A. METHOD OF PAYMENT FOR SERVICES. Upon satisfactory performance of services and compliance with the terms of this Contract, County shall reimburse Contractor up to \$344,000 as described in 2 B below.

B. BASIS OF PAYMENT FOR SERVICES. Quarterly progress reimbursements for completed Services. The first Quarter will be begin January 2018 and end March 2018. County shall reimburse Contractor quarterly progress payments upon County's approval of Contractor's Quarterly Expenditure Report submitted to County for completed Services, but only after County has determined that Contractor has completed, and County has accepted the completed Services.

C. EXPENSE REIMBURSEMENT. County will only reimburse Contractor for services pursuant to sections 2.A and 2.B of Exhibit A and Attachment 1, Cost Proposal; County will not reimburse Contractor for any other expenses under this Contract.

D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County
Attn: Cindy Johnson,
Board of Commissioners
555 Court Street NE, Suite 5232
PO Box 14500
Salem, OR 97309**

Enclosure 01
Exhibit A Statement of Work



**COUNTY VETERANS' SERVICES PROGRAM
QUARTERLY REPORT OF ACTIVITIES**

Important Submission Instructions

ODVA Form VS0914 COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES is used to report the work load and outreach for a county's veterans' services program each quarter. Please submit, along with your report of expenditures, to the address below, fax to 1-503-373-2393, or email to: CVSO-NSOFunding@ODVA.state.or.us

Reports are due NO LATER THAN the last working day of the month following the end of the fiscal quarter.

Submit to: Oregon Department of Veterans' Affairs Statewide Veteran Services 700 Summer Street NE Salem, Oregon 97301-1285	<input type="checkbox"/> 1 st Quarter (July, August, September) <input type="checkbox"/> 2 nd Quarter (October, November, December) <input type="checkbox"/> 3 rd Quarter (January, February, March) <input type="checkbox"/> 4 th Quarter (April, May, June)
Name of County	Fiscal Year
	20 - 20

INTERVIEW PROCESS

Interviews are face-to-face interactions with a veteran and/or family member, either in the office or out of the office. These are not requests for information handled by a receptionist or casual conversations held at an outreach event. Enough information must be gathered to document the interaction into VetraSpec.

Total In-Office Interviews	Total Out-of-Office Interviews	Total Interviews for Quarter

CLAIMS/APPEALS/BENEFIT AWARDS

Claims information is gathered from VetraSpec reports only, for clients under ODVA Power of Attorney.

Original USDVA Form 526, 527, or 534 filed this quarter:	
All other new claims filed this quarter	
Original USDVA Form 1010EZ filed this quarter:	
NODs/VA Form 9s filed this quarter:	
Total Recoveries for Quarter	\$

OUTREACH CONDUCTED

Outreach events are outside normal locations. Time spent in a scheduled satellite office is not counted as outreach. Outreach must be to more than one person. No matter the number of VSOs present, one location equals one event. A home visit is not outreach; It is an out-of-office interview.

The goal of outreach is an eventual increase in subsequent interviews, claims filed, and benefits awarded, as well as connecting that veteran or family member with other beneficial programs in your county.

Location of Event	Other Departments/services Attending	Approximate Number of People Attending

COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

OUTREACH CONDUCTED (continued)		
Location of Event	Other Departments/services Attending	Approximate Number of People Attending

Please list below any non-veteran specific meetings attended. These meetings serve to get veteran information in more subtle ways to other county offices, as well as assist the VSO to become familiar with services available outside the USDVA. Examples are Rotary Club, Lions Club, Elks Club, or County Transportation Boards.

Please list below any Conferences or Training events attended.

CERTIFICATION AND SIGNATURE

This report is submitted to qualify for funds available from the Oregon Department of Veterans' Affairs and is certified to be true and correct to the best of my knowledge and belief.

County Veterans' Service Officer Signature	Date Signed

ATTACHMENT 1

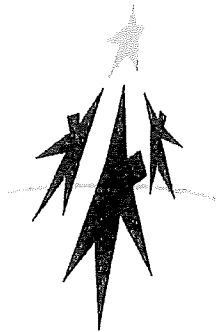
COST PROPOSAL

Mid-Willamette Valley Community Action Agency

Proposal for:

Marion County Veteran Service Office

RFP # C25102-BOC242-17



COMMUNITY ACTION

2475 Center St. NE
Salem, Oregon 97301

Ph. 503-585-6232
Fax 503-375-7580
www.mycommunityaction.org

*HELPING PEOPLE
CHANGING LIVES*

October 6, 2017

Marion County Evaluation Committee
RFP: C25102-BOC242-17
Marion County Finance Department
Courthouse Square
555 Court Street NE, Suite 4247
Salem, OR 97301

Dear Evaluation Committee:

Mid-Willamette Valley Community Action Agency (CAA) has been dedicated to serving others since its inception in 1967. In 2012 we began our veteran specific services with the Supportive Services for Veteran Families grant. Currently, our Community Resource Program (CRP) operates three programs specific to veterans and their families. We are honored to have the ability to provide support and assistance to those who have served our country. We are submitting our proposal for the Marion County Veterans Services Office program because we are fully committed to providing, supporting, and increasing the availability of services to veterans and their families.

We believe that the trust we have built with both local area veteran services providers and with the veterans themselves will allow us to create and maintain a highly successful VSO program. We have acquired this trust through the dedication and hard work of the staff employed in our veteran services programs. They have had a great deal of training, some have served their country or have family members who have served, but it is their passion and commitment to those who walk through our doors that drives our success. We look forward to the opportunity to bring this same level of success to a Marion County Veterans Services Office.

Sincerely,

Jon Reeves, Executive Director
Mid-Willamette Valley Community Action Agency, Inc.

Introduction

Mid-Willamette Valley Community Action Agency (CAA) has been providing veteran specific services through our Community Resource Program (CRP) since we launched, (as a sub-grantee of Easter Seals Oregon), the Supportive Services for Veteran Families (SSVF) program in 2012. Since that time CAA has worked to successfully earn a solid reputation for our expertise in providing veteran services in Marion and Polk Counties. At this time, in addition to the SSVF program, CAA CRP has developed and currently operates the Emergency Housing Assistance Vet DRF program and the Oregon Health Authority Veteran Rental Assistance Program (in partnership with Salem Housing Authority, *letter of support available upon request*). It is through our work with the veterans we encounter during outreach and through program enrollment that we have become extensively familiar with the need for Veteran Service Officers (VSO'S) in Marion County.

The staff at the Oregon Department of Veteran Affairs (ODVA) has demonstrated a strong desire to help veterans seeking their services however their capacity does not allow them to provide services to all veterans seeking assistance in Marion County. Having two VSO's focused specifically on serving Marion County will allow services to be accessed by veterans throughout the entirety of Marion County, including rural areas. CAA CRP veteran outreach efforts have identified a large number of veterans in the more rural areas of the county who struggle to engage in services.

CAA is submitting our proposal for the Marion County Veteran Service Officer Program because we have a strong commitment to providing services to veterans and their families. We believe that having the VSO program housed and managed in tandem with the other veteran programs CAA currently operates will provide a more seamless approach to engaging and serving veteran households.

Approach and Management Plan

Mid-Willamette Valley Community Action Agency was established in 1967 and has an extensive structure in place to support the administration and operation of the various grants and programs the agency operates. This structure provides a strong foundation on which to build the Marion County Veteran Service Officer (VSO) program. The Executive Director of CAA will provide executive oversight, and the agency administration department will provide general administrative support such as; payroll, and accounts payable/receivable. CAA intends to have the Marion County Veteran Service Officer program operated by their Community Resource Program (CRP). The CRP Program Director, Jimmy Jones, will provide supervision of the ARCHES Program Manager which will include support for budgeting and cost control for the VSO Program. ARCHES Program Manager, Linda Strike will be responsible for program development and management of the Marion County VSO Program. This Program Manager has extensive experience with program development and management, including the three veteran programs CAA CRP is currently operating. The organization's structure, in combination with staff experience and expertise in program

development, will insure that once notification of award is received CAA will be able to *immediately* begin work to develop a successful VSO program.

CAA will begin an awareness campaign immediately following notification of award to insure that veterans, families of veterans, and organizations serving veterans and their families, will begin to recognize CAA as the future provider of Marion County VSO services. The awareness campaign will be followed by an aggressive outreach campaign once the program is operating. Print media, social media, news media and in-person outreach will all be implemented in these campaigns. Since CAA CRP is currently operating three other veteran services programs our organization is already well connected to the veteran community, and organizations providing services to veterans and their families including, but not limited to; the Department of Veteran Affairs (VA), HUD VASH (VA housing assistance program), the Vet Center (*letter of support included*), Community Based Outreach Clinic (CBOC), Oregon National Guard (*letter of support available upon request*), Serving Our Veterans At Home (SOVAH) (*letter of support available upon request*), Homeless Veteran Reintegration Program (HVRP), ODVA, American Legion, Veterans of Foreign War (VFW), Polk County VSO (*letter of support from Polk County Board of Commissioners included*), area college Veterans' Coordinators (*letter of support available upon request – Chemeketa Community College*). CRP staff also facilitates the Community Network for Veterans. Current CRP veteran services staff has a well- established outreach effort to veterans and service providers which will insure CAA's ability to successfully accomplish our awareness and outreach campaign goals. Our current outreach program will be an ongoing support to the VSO program outreach efforts.

In addition to our veteran specific programs CAA operates multiple other programs that include both outreach and services to families. Through these programs, and our veteran programs, we are fully engaged in SIT Team meetings, the Emergency Housing Network meeting, Salem Homeless Coalition, and other area community networking opportunities. The CRP Director has been responsible for creating a Coordinated Entry System for homeless services that has been accepted as the model for the Rural Oregon Continuum of Care. The process of creating the Coordinated Entry System has strengthened connections with other local social service providers and increased awareness of the CRP program in the general community.

Immediately following the notification of award, the ARCHES Program Manager will begin preparation for the program start date of 1/2/18 by dedicating adequate time to work with the ODVA and Marion County staff for the purpose of coordination, and to become familiar with their expectations for the VSO program, reporting requirements, and other foundational elements of the program. The intent of this approach is to have adequate preparations completed to allow for the most expedient and efficient ramp up of the VSO program. An additional element of preparations includes creating appropriate work spaces. CAA will purchase furniture, computers and other equipment on a timeline that will allow for VSO program staff offices to be ready for full use on the day program operations begin.

It is the intent of CAA to locate the VSO program at the ARCHES Project, the same location as our other veteran services. This location will allow CAA to provide receptionist support which will ensure that all veterans and their families will have immediate staff contact. Immediate face to face contact with staff increases the likelihood of client engagement with services. In addition, both the CRP Program Director and the ARCHES Program Manager are located on site, giving them the ability to provide optimal support to the VSO program. VSO program staff will have easy access to the current veteran services staff and the

resources the veteran programs provide for veterans and their families. Having multiple services for veterans and their families in one location optimizes coordination and enhances the accessibility of services. Because the ARCHES Project has been the location for CAA services to veterans since 2012 it is an established destination for VA and community referrals, also an advantage for the VSO program. In order to make services easily accessible to veterans and their families, VSO Program staff will create a regular schedule to provide services to all areas of Marion County. This plan will begin by utilizing existing partnerships in Woodburn, Silverton, Stayton, and the canyon area where we have access to space for staff and client use. In addition VSO Program staff will be required to travel to client homes, hospitals, or other locations as needed to provide veterans and their families with maximum access to services. VSO program staff will use their own vehicles for transportation and will be reimbursed at the current federal mileage reimbursement rate.

CAA is the recipient/sub-recipient of multiple state, federal and private grants. Each grant requires adherence to specific compliance, data collection, and reporting standards. Compliance with all grant requirements is a high priority for CAA. Program Directors and Managers are responsible for insuring that the day to day operations of programs are in full compliance with all requirements set forth by funders. Supervision of staff and their work includes monitoring for program compliance. Program Directors and Managers are also responsible for insuring that Policies and Procedures support program compliance and that staff are adequately trained.

CAA adheres to a strict confidentiality policy, (see below), and all VSO program staff will be expected to adhere to this policy during their work with clients.

Confidential Information

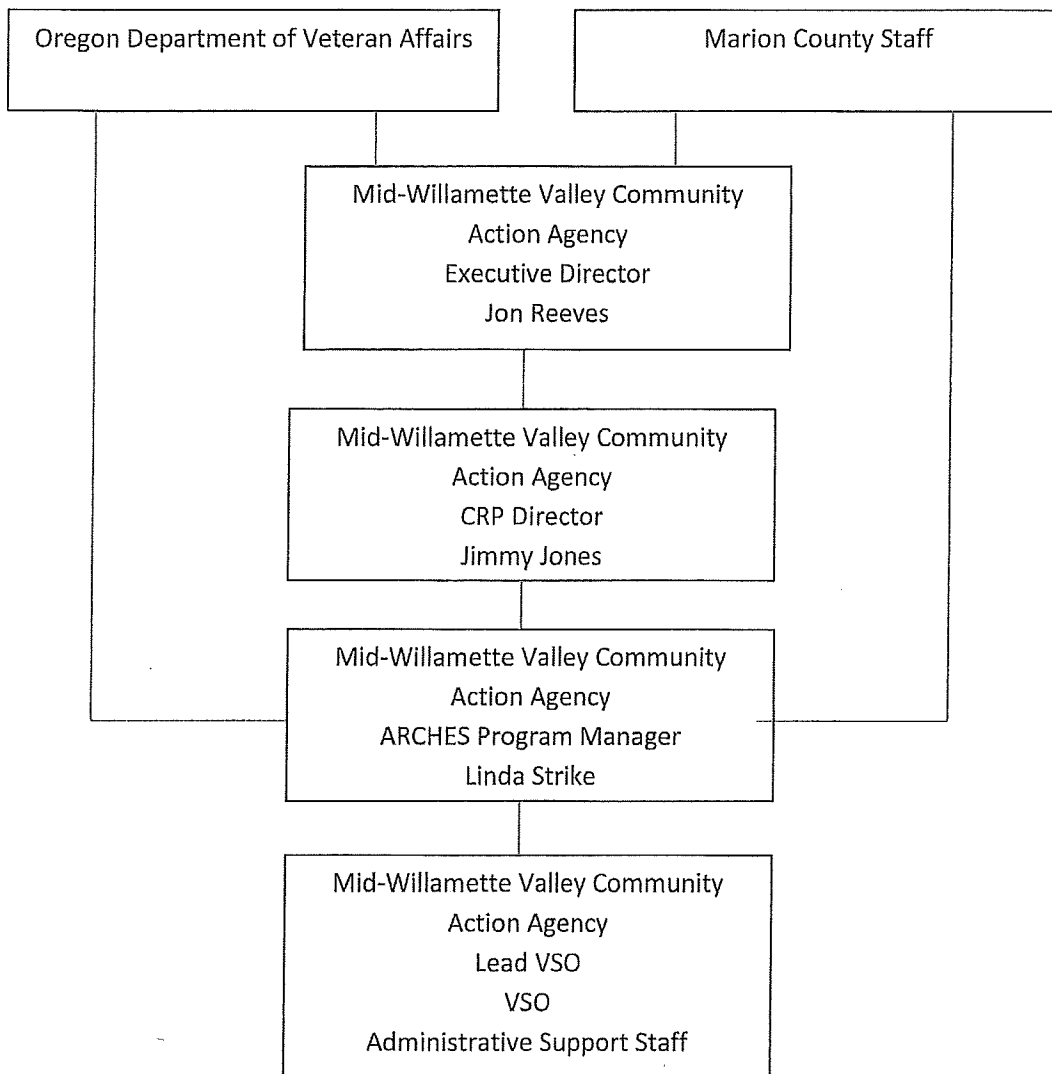
MWVCAA staff is committed to safeguarding confidential information related to our service of program clients. In order to ensure the security of confidential client information, MWVCAA staff will refrain from sharing confidential client information with anyone except authorized parties and only that information necessary to coordinate services or advocate for clients. The program will use a designated release of information form called the *Authorization for Use & Disclosure of Information* (DHS 2099 form). The form includes the client's name, date of birth, name of specific record holder, information to be disclosed (content), the purpose, an expiration date, and the client's signature.

The program will ensure that client files are kept on the staff's person or in a secure location at all times, and maintain heightened electronic security measures. Client information will be stored in a locked cabinet, inside a locked office when staff is not present.

MWVCAA staff are responsible for complying fully with all confidentiality policies outlined in the MWVCAA Personnel Policies Handbook.

CAA staff must use the VA Release of Information for any communication with VA staff.

Marion County Veteran Service Office
Organizational Chart



Qualifications and Experience

- 1) CAA Executive Director, Jon Reeves – see resume in appendix
- 2) CRP Director, Jimmy Jones – see resume in appendix
- 3) ARCHES Program Manager, Linda Strike – see resume in appendix

Linda Strike has worked for CAA for 11 years. She has been responsible for the successful development of 8 programs, three are veteran specific programs. She is currently managing all three of the veteran grants including; budgeting and cost control, staff supervision, program compliance, and reporting. Her experience with multiple data collection and reporting systems will be an asset when learning required systems for the VSO program. Linda is a Licensed Master Social Worker with extensive experience working in social services and as a supervisor. Her supervision of CAA veteran services program staff has motivated her to get special training specific to working with veterans. She attends multiple veteran related trainings and conferences each year and stays current on local veteran issues.

4) Veteran Service Office Staff

It is important for the VSO's and the Administrative Support Staff to have an understanding of the unique veteran culture and a passion for working with veterans and their families. The individuals in these positions should ideally be veterans, be close to someone who is a veteran, and/or have experience working with veterans. The ability to effectively and respectfully de-escalate veterans or family members who are in crisis is essential to working in these positions. One of the advantages of having the VSO Program located at ARCHES is the ability for VSO Program staff to access staff trained to appropriately respond to these types of crises.

The work done by the veteran service staff will also require the ability to communicate effectively both in writing and verbally. Efficiency and attention to detail are additional attributes essential to the success of the program.

Staffing Plan

CAA will post the job descriptions for the VSO II (Lead), VSO I and Administrative Support position (see job descriptions) within 48 hours of receiving notification of award. The ARCHES Program Manager will coordinate recruitment efforts with CAA Human Resources Department to have jobs posted on the agency and WorkSource websites, and other websites deemed appropriate. Postings will also be sent to agencies serving veterans, colleges, and other appropriate agencies and organizations. The goal is to have all staff for the program hired with a start date of 1/2/18.

- 1) CAA Executive Director, Jon Reeves – see resume in appendix
 - Agency executive oversight of agency administration
 - Will not be directly involved in development of VSO program
- 2) CRP Director, Jimmy Jones – see resume in appendix
 - Provides supervision and support of the ARCHES Program Manager
 - Will work with ARCHES Program Manager to integrate VSO Program budget into the CRP budget structure

- Will work with ARCHES Program Manager to manage cost control in a way that insures retention of VSO program services as contracted
- 3) ARCHES Program Manager, Linda Strike – see resume in appendix
- Responsible for program development and operations
 - Will provide supervision and support for VSO program staff
 - Responsible for insuring program compliance
 - Will work with CRP Director to integrate VSO budget into the CRP budget structure and will monitor budget
 - Will work with the CRP Director to manage cost control in a way that insures retention of VSO program services as contracted

.125 FTE has been budgeted in this proposal to support ongoing dedicated time for program management. A portion of this Program Manager's salary is paid through flexible funds which allow her to dedicate additional time to the program as needed for effective program operations. It is expected that the ARCHES Program Manager will dedicate a portion of her time prior to program implementation to program development, supported by the previously mentioned flexible funds. It is also expected that time in addition to the .125 FTE will be required in the initial stages of the program and periodically thereafter.

- 4) VSO II (Lead) – see job description below

Mid-Willamette Valley Community Action Agency
2475 Center St. SE, Salem, OR 97301

POSITION DESCRIPTION

Job Title: Veterans' Service Officer II (Lead)
Program/Dept: Community Resource Programs
Reports To: ARCHES Programs Manager
FLSA Status: Exempt
Revision Date: October 6, 2017
Pay Range: \$49,005

THE MISSION OF MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY: PROVIDING VITAL SERVICES AND RESOURCES; MEETING THE NEEDS OF OUR COMMUNITY. COMMUNITY RESOURCE PROGRAMS IS A PROGRAM OF THE MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY.

GENERAL DESCRIPTION

The Veterans' Service Officer (VSO) position is full-time (40 hrs per week). The VSO will be responsible for assessment, advising and assisting veterans and their families to obtain all benefits they are entitled to under federal, state, county and local law. This position will conduct outreach to connect with Veterans experiencing homelessness in Marion and Polk counties, with the intent to engage homeless Veterans in the one or more of our veteran programs. The VSO functions as an advocate for the veterans and their families throughout the process.

MINIMUM QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

High School diploma or General Education Degree (GED); a Bachelor's Degree in a Social Service or related field; and two years of experience working in a social service program, as an advocate or other related experience. Experience working with veterans strongly preferred. Computer experience and proficiency required. Hiring preference for qualified veterans.

COMMUNICATION SKILLS

Good communication skills and ability to follow verbal and written instructions.

Ability to communicate effectively and professionally both verbally and in writing.

Ability to write reports and business correspondence.

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.

Ability to communicate with a diverse population who may at times be angry or hostile.

SPECIAL QUALIFICATIONS

Must work toward certification by the Oregon Department of Veterans Affairs as a Veteran Service Officer. Must be accredited within 12 months of date of hire.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. This job description is not intended to be all-inclusive. Employee will also perform other reasonably related business duties as assigned by immediate supervisor and other management as required.

- Perform Outreach to engage veterans for services.
- Partner and collaborate with other community programs providing Outreach to veterans.
- Assess veterans, spouses of veterans and their dependents for possible eligibility for all available benefits.
- Investigate and interview veterans and their dependents to obtain information needed for claim.
- Obtain and evaluate all pertinent information needed to support claims; military service information, medical history, and other pertinent information.
- Perform follow up on claims using all necessary and required actions.
- Provide representation for veterans and their dependents for claims appeals including; researching, preparing and presenting legal arguments as appropriate.
- Maintain organized and complete records.
- Network with community agencies to stay informed about services and resources.
- Maintain contact with community agencies that have made assistance commitments to participants.
- Provide information and referral to appropriate services.
- Provide assistance and advocacy as appropriate for clients' level of need.
- Maintain contact with clients in a manner to effectively serve the client.
- Provide leadership and mentoring to the Veterans' Service Officer Program team.
- Comply with all program policies and procedures.
- Prepare data and evaluation reports as required by the program.
- Respect confidentiality at all times.
- Attend staff-meetings.
- May be assigned other responsibilities that further program goals and objectives.
- Comply with MWVCAA safety policies and personnel rules.
- Work cooperatively with managers, administration, co-workers and the public.
- Does not engage in rumor spreading or other disruptive behavior in the workplace.
- Maintain regular and punctual attendance.
- Attain ODVA Veterans' Service Officer certification within 12 months of hire.

SUPERVISORY RESPONSIBILITIES

This job has no supervisory responsibilities.

CONFIDENTIALITY

Respects the confidentiality of information about Mid-Willamette Valley Community Action Agency clients, staff, personnel issues, and other program operations.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential duties and responsibilities of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

While performing the duties and responsibilities of this job, the employee is frequently required to sit, use hands to handle, use digit control, or feel; reach with hands and arms; talk or hear; regularly required to stand and walk; and occasionally required to stoop, kneel, crouch, or crawl; climb or balance. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

EQUIPMENT USED The equipment used described here is representative of that an employee may encounter while performing essential duties and responsibilities of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

While performing the duties and responsibilities of this job, the employee will use office material and equipment including, but not limited to, writing instruments, keyboard, calculator, fax, copy machine.

WORK ENVIRONMENT Most work will be performed in an office environment however the person in this position will at times also be required to meet with veterans or their family members at their place of work, at their residence, hospital or other location. The work environment characteristics described here are representative of those an employee encounters while performing the essential duties and responsibilities of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

- The noise level in the work environment is usually moderate.
- Occasionally exposed to outside weather conditions.
- Driving in all conditions.
- Close quarters.
- Indoor environment.
- Exposed to wet and/or humid conditions due to outside weather conditions.
- Work within a team environment.
- Ability to work safely in a variety of conditions, i.e. close quarters, adverse weather conditions.

5) VSO I – see job description below

Mid-Willamette Valley Community Action Agency
2475 Center St. SE, Salem, OR 97301

POSITION DESCRIPTION

Job Title: Veterans' Service Officer I
Program/Dept: Community Resource Programs
Reports To: ARCHES Programs Manager
FLSA Status: Non-Exempt
Revision Date: October 6, 2017
Pay Range: \$39,083

THE MISSION OF MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY: PROVIDING VITAL SERVICES AND RESOURCES; MEETING THE NEEDS OF OUR COMMUNITY.

COMMUNITY RESOURCE PROGRAMS IS A PROGRAM OF THE MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY.

GENERAL DESCRIPTION

The Veterans' Service Officer (VSO) position is full-time (40 hrs per week). The VSO will be responsible for assessment, advising and assisting veterans and their families to obtain all benefits they are entitled to under federal, state, county and local law. This position will conduct outreach to connect with Veterans experiencing homelessness in Marion and Polk counties, with the intent to engage homeless Veterans in the one or more of our veteran programs. The VSO functions as an advocate for the veterans and their families throughout the process.

MINIMUM QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

High School diploma or General Education Degree (GED); a Bachelor's Degree in a Social Service or related field; and two years of experience working in a social service program, as an advocate or other related experience. Experience working with veterans strongly preferred. Computer experience required. Hiring preference for qualified veterans.

COMMUNICATION SKILLS

Good communication skills and ability to follow verbal and written instructions.

Ability to communicate effectively and professionally both verbally and in writing.

Ability to write reports and business correspondence.

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.

Ability to communicate with a diverse population who may at times be angry or hostile.

SPECIAL QUALIFICATIONS

Must work toward certification by the Oregon Department of Veterans Affairs as a Veteran Service Officer. Must be accredited within 12 months of date of hire.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. This job description is not intended to be all-inclusive. Employee will also perform other reasonably related business duties as assigned by immediate supervisor and other management as required.

- Perform Outreach to engage veterans for services.
- Partner and collaborate with other community programs providing Outreach to veterans.
- Assess veterans, spouses of veterans and their dependents for possible eligibility for all available benefits.
- Investigate and interview veterans and their dependents to obtain information needed for claim.
- Obtain and evaluate all pertinent information needed to support claims; military service information, medical history, and other pertinent information.
- Perform follow up on claims using all necessary and required actions.
- Provide representation for veterans and their dependents for claims appeals including; researching, preparing and presenting legal arguments as appropriate.
- Maintain organized and complete records.
- Network with community agencies to stay informed about services and resources.
- Maintain contact with community agencies that have made assistance commitments to participants.
- Provide information and referral to appropriate services.
- Provide assistance and advocacy as appropriate for clients' level of need.
- Maintain contact with clients in a manner to effectively serve the client.
- Comply with all program policies and procedures.
- Prepare data and evaluation reports as required by the program.
- Respect confidentiality at all times.

- Attend staff-meetings.
- May be assigned other responsibilities that further program goals and objectives.
- Comply with MWVCAA safety policies and personnel rules.
- Work cooperatively with managers, administration, co-workers and the public.
- Does not engage in rumor spreading or other disruptive behavior in the workplace.
- Maintain regular and punctual attendance.
- Attain Veterans' Service Officer accreditation within 12 months of hire.

SUPERVISORY RESPONSIBILITIES

This job has no supervisory responsibilities.

CONFIDENTIALITY

Respects the confidentiality of information about Mid-Willamette Valley Community Action Agency clients, staff, personnel issues, and other program operations.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential duties and responsibilities of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

While performing the duties and responsibilities of this job, the employee is frequently required to sit, use hands to handle, use digit control, or feel; reach with hands and arms; talk or hear; regularly required to stand and walk; and occasionally required to stoop, kneel, crouch, or crawl; climb or balance. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

EQUIPMENT USED The equipment used described here is representative of that an employee may encounter while performing essential duties and responsibilities of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

While performing the duties and responsibilities of this job, the employee will use office material and equipment including, but not limited to, writing instruments, keyboard, calculator, fax, copy machine.

WORK ENVIRONMENT Most work will be performed in and office environment however the person in this position will at times also be required to meet with veterans or their family members at their place of work, at their residence, hospital or other location. The work environment characteristics described here are representative of those an employee encounters while performing the essential duties and responsibilities of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

- The noise level in the work environment is usually moderate.
- Occasionally exposed to outside weather conditions.
- Driving in all conditions.
- Close quarters.
- Indoor environment.
- Exposed to wet and/or humid conditions due to outside weather conditions.
- Work within a team environment.
- Ability to work safely in a variety of conditions, i.e. close quarters, adverse weather conditions.

6) Administrative Support Staff – see job description below

Mid-Willamette Valley Community Action Agency

2475 Center St. SE, Salem, OR 97301

POSITION DESCRIPTION

Job Title: Administrative Support Specialist (Veteran Services Officer Program)
Program/Dept: Community Resource Programs
Reports To: ARCHES Programs Manager
FLSA Status: Non-Exempt
Revision Date: October 6, 2017
Pay Range: \$29,079

OUR MISSION: EMPOWERING PEOPLE TO CHANGE THEIR LIVES AND EXIT POVERTY BY PROVIDING VITAL RESOURCES AND COMMUNITY LEADERSHIP.

GENERAL DESCRIPTION

The Administrative Support Specialist position will be full-time (40 hours a week), located at the ARCHES Project. The position will be responsible for supporting the Veteran Service Officer Program. The program serves veterans and their families. This staff will have a high level of interaction with the public providing the following supports: screen phone calls, provide general information and resources, triaging the needs of veterans and their family members, scheduling appointments, general office duties in support of two Veteran Service Officers.

MINIMUM QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

High School diploma or General Education Degree (GED); an Associate of Arts Degree in a Social Service or related field; and one year social service experience; or an equivalent combination of education and experience. Experience working with Veterans preferred. Experience working with low-income people is preferred. Computer experience required.

COMMUNICATION SKILLS

Good communication skills and ability to follow verbal and written instructions.
Ability to communicate effectively both verbally and in writing.
Ability to write reports and business correspondence.
Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
Ability to communicate with a diverse population who may at times be angry or hostile.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. This job description is not intended to be all-inclusive. Employee will also perform other reasonably related business duties as assigned by immediate supervisor and other management as required.

- Provide information about services to individuals seeking assistance.
- Provide clerical supports as needed.
- Answer/make phone calls in a professional manner
- Assist applicants with completing forms and applications to receive services.
- Maintain organized and complete participant files.
- Assist program staff with follow-up on client cases.
- Assist with organizing various events and efforts to promote the programs/services.
- Network with community agencies to stay informed about services and resources.
- Follow up with community agencies that have made assistance commitments to participants.
- Comply with all program policies and procedures.

- Collection of data and data entry.
- Prepare data and evaluation reports as required by the program.
- Respect confidentiality at all times.
- Attend staff-meetings.
- May be assigned other responsibilities that further program goals and objectives.
- Comply with MWVCAA safety policies and personnel rules.
- Work 8 hours per day, Monday thru Friday and other hours as assigned.
- Work cooperatively with managers, administration, co-workers and the public.
- Does not engage in rumor spreading or other disruptive behavior in the workplace.
- Maintain regular and punctual attendance.

SUPERVISORY RESPONSIBILITIES

This job has no supervisory responsibilities.

CONFIDENTIALITY

Respects the confidentiality of information about Mid-Willamette Valley Community Action Agency clients, staff, personnel issues, and other program operations.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential duties and responsibilities of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

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EQUIPMENT USED The equipment used described here is representative of that an employee may encounter while performing essential duties and responsibilities of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

While performing the duties and responsibilities of this job, the employee will use office material and equipment including, but not limited to, writing instruments, keyboard, calculator, fax, copy machine, computer, cell phone, and telephone.

WORK ENVIRONMENT Most work will be performed in and office environment however the person in this position will at times also be required to meet with veterans or their family members at their place of work, at their residence, hospital or other location. The work environment characteristics described here are representative of those an employee encounters while performing the essential duties and responsibilities of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

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- Driving in all conditions.
- Close quarters.
- Indoor environment.
- Exposed to wet and/or humid conditions due to outside weather conditions.
- Work within a team environment.
- Ability to work safely in a variety of conditions, i.e. close quarters, adverse weather conditions.

All VSO program staff will be required to attend all training as prescribed by the Oregon Department of Veteran Affairs. Only the VSO's will be VA accredited no later than 12/31/18. VSO's will be required to maintain certification for the duration of their employment as a VSO with CAA. All VSO program staff will be required to attend other pertinent trainings as determined by the ARCHES Program Manager. Subjects will include but are not limited to: Trauma Informed services for veterans, how to work with individuals experiencing mental health crises and/or substance use disorders. VSO program staff will also have opportunities to shadow current CAA CRP staff. CAA has budgeted for the cost of all required training and will not require staff to provide financial resources for required training.

Cost Control

All expenditures will be formally tracked and managed by the ARCHES Program Manager to insure adherence to the proposed budget; oversight will be provided by the CRP Director. It is the intent of CAA that the VSO program will stay within the budget set forth however, in the event an *essential* expenditure creates a cost overrun CAA is committed to leveraging Emergency Housing Account (EHA) funds, (a flexible funding source), to support the success of the Veteran Service Officer Program. The ARCHES Program Manager has a proven track record for managing grants within budget.

Attachment 3: Proposed Program Budget

Attachment 3: Marion County Veterans Services Proposed Program Budget Budget Summary			
Revenues:			
	January 2, 2018 - June 30, 2018	July 1, 2018 - June 30, 2019	Total Budget
Personnel	83,639.50	169,999	253,638.50
Materials and Services	39,343	27,940	67,283.00
Other	4,000	800	4,800
TOTAL EXPENSES	\$126982.50	\$198739.00	\$325721.50
Revenues			
State Funding	145,000.00	199,000.00	344,000.00
Other			0.00
<i>Subtotal</i>	145,000.00	199,000.00	344,000.00
In-Kind			0.00
TOTAL REVENUES			\$344,000.00

Detailed Program Budget Expenses
January 2, 2018 - June 30, 2018

Expenses:

Personnel

Salaries and Wages	FTE	Salaries	Benefits	Total Budget
Veteran Service Officer(s)	2	44,044	15,856	59,900
Clerical/Administration Support	1	14,539.50	5,234.50	19,774.00
Other	0.125	2937.5	1,028	3965.5
Total Personnel		\$61521.00	\$22118.50	\$83639.50

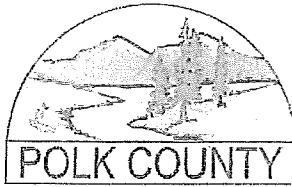
Materials & Services

				0.00
Office Supplies				2000.00
Building Rent & Utilities				4500.00
Equip rental and maintenance				600.00
Advertising and Printing				1500.00
Conferences and Training				6000.00
Transportation				2000.00
Insurance				0.00
Administration Costs				9843.00
MISC./Other				0.00
				0.00
Start Up Equipment Costs:				0.00
Computers/Licenses/Software				7500.00
Printers				800.00
Phones				1200
Misc./Other				4000.00
Total Materials & Services		\$ -	\$ -	39,943.00
<i>Total Expenses</i>		61521	22118.5	39,943.00
Total Program Budget		\$61521.00	\$22118.50	\$123582.50

Detailed Program Budget Expenses
July 1, 2018 - June 30, 2019

Expenses:

Personnel				
Salaries and Wages	F TE	Salaries	Benefits	Total Budget
Veteran Services Officer(s)	2	88,088	30,831	118,919
Clerical/Administration Support	1	29,079	14,070	43,149
Other: ARCHES Program Manager	0.125	5875	2056	7,931
Total Personnel		\$123042.00	\$33768.00	\$169999.00
Materials & Services				
				0.00
Office Supplies				1200.00
Building Rent & Utilities				9000.00
Equip rental and maintenance				1200.00
Advertising and Printing				600.00
Conferences and Training				3000.00
Transportation				3500.00
Insurance				0.00
Administration Costs				9440.00
				0.00
				0.00
				0.00
				0.00
Misc./Other				800.00
				0.00
				0.00
Total Materials & Services		\$ -	\$ -	28,740
<i>Total Expenses</i>		123,042	33,768	28,740
Total Program Budget		\$123042.00	\$33768.00	\$198739.00



POLK COUNTY

POLK COUNTY COURTHOUSE * DALLAS, OREGON 97338
(503) 623-8173 * FAX (503) 623-0896

BOARD OF COMMISSIONERS

Commissioners
CRAIG A. POPE
MIKE AINSWORTH
JENNIFER L. WHEELER

GREGORY P. HANSEN
Administrative Officer

October 5, 2017

Oregon Department of Veterans Affairs
700 Summer St NE
Salem, OR 97301

Re: Mid-Willamette Valley Community Action Agency VSO Proposal

To Whom It May Concern:

It is with great pleasure that the Polk County Board of Commissioners' provides this letter of support for the Mid-Willamette Valley Community Action Agency (MWVCAA) in their proposal to create and manage a Veteran Service Office (VSO) to serve the veterans of Marion County.

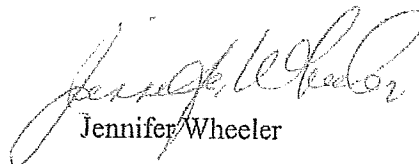
Polk County and the MWVCAA have successfully partnered for years in the development of the Dallas and Central Community Resource Centers, and Service Integration Teams. It is only within the last year that Polk County was able to open our own VSO office to serve our local veterans. Throughout the planning and implementation of our office, MWVCAA has been an exceptional community partner who has worked with us to connect our veterans with the resources they need. We have no doubt that the MWVCAA has the foundation, capability, and institutional knowledge to provide this high level of service through their own office to the veterans of Marion County.

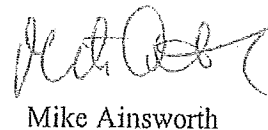
Our Veterans have earned our gratitude a respect through service to our nation. The MWVCAA will provide Marion County veterans the services they are entitled to and deserve. Thank you for your consideration of the Mid-Willamette Valley Community Action Agency's proposal.

Sincerely,

POLK COUNTY BOARD OF COMMISSIONERS

unavailable.
for signature
Craig Pope, Chair


Jennifer Wheeler


Mike Ainsworth

Department of Veterans Affairs
Readjustment Counseling Services
Salem Vet Center
2645 Portland RD NE, Suite 250
Salem, OR 97301
Tel. # (503) 362-9911 Fax # (503) 364-2534



MEMORANDUM

Date: October 5, 2017
To: The Marion County Commissioners
From: Scott Delbridge LPC, Director, Counselor, Salem Vet Center
Re: ARCHES Project – Support Letter

The ARCHES Project is applying for the Marion County Veterans Services Office Proposal (C25102-BOC242-17) and the Salem Vet Center is excited and in full support of The Arches Project being Marion County's Veteran Service Officer representatives.

The Salem Vet Center and The ARCHES Project have a great relationship as we often serve the same clients, they have demonstrated their commitment to our local Veterans with their extensive outreach and community engagement. We have witnessed firsthand the incredible effort the ARCHES Project staff provides to our Veterans and is because of this that the Salem Vet Center is advocating for their consideration with this request proposal.

Feel free to contact me at the Salem Vet Center for any further questions.

Scott E. Delbridge, M.Div., M.A. LPC
Vet Center Director
Readjustment Counselor
Salem Vet Center 10RCS/4B
scott.delbridge@va.gov

APPENDIX

Jon Reeves

Community Action Agency
2475 Center St NE
Salem, Or 97301
Tel: 503-585-6232 x 1100
Email: jon.reeves@mwwcaa.org

2762 Dutch Oven Ave NW
Salem, Or 97304
Tel: 503-362-5064
Cell: 503-510-7416
Email: jonreeves@comcast.net

Education

- **Graduate Certificate**, Infant/Toddler Mental Health, Portland State University, Portland, Or. Practicum: *Early Learning Systems Change*. 2006.
- **Bachelor of Science**, Physical Education/Psychology, Western Oregon University, 1994.
- **Associate of Arts**, Professional Activities, Mt Hood Community College, Gresham, Or. 1992.

Professional Certification

- **Circle of Security Parenting Trainer**, Certified to administer the eight week parent attachment and bonding training curriculum, 2009
- **Zero to Three National Symposium Presenter**, Presentation on Birth to Three State Advocacy Leader program and its effectiveness, 2008.
- **Birth to Three State Advocacy Leader**, National Zero to Three training initiative, one of two individuals selected to participate on behalf of Oregon, 2008.
- **Zero to Three Early Learning and Brain Development Trainer**, Presenter of brain development curriculum with modules covering language development, brain imaging, stress and adverse childhood experiences, and sensory processing, 2008.
- **Early Brain Development Speakers Bureau**, Oregon's Child, Everyone's Business presenter focusing on brain development, neuroplasticity and the power of relationships, 2008.
- **Promoting First Relationships**, Training to implement video based reflection and supervision of early learning professionals, 2008.
- **Circle of Security Level One Certification**, Twelve Day Certification in COS Assessment and Treatment Planning, 2007.

Current Board and Council Member

- **Early Learning Hub, Inc. of Marion & Polk Counties**, coordinating services within the community in a collective impact model to ensure children are safe, healthy and eager to learn, and every family is strong and resilient.
- **Marion County Reentry Coalition**, a collaborative effort involving community corrections, education, law enforcement, health and non-profit agencies working to rebuild lives, and break the cycle of criminal activity.
- **Fostering Hope Initiative Executive Council**, designed to strengthen families, mobilize neighborhoods, and promote optimum child and family development.
- **Community Action Partnership of Oregon**, board providing advocacy, education and support to local Community Action Agencies around Oregon.

Experience

Mid-Willamette Valley Community Action Agency, Inc.: Executive Director. Assure that the organization has a long-range set of strategies to achieve the mission; develop organizational budget and financial plans with the Board of Directors and agency leadership; maintain oversight of over 100 federal, state, and foundational grants totaling over \$27 million; oversee all program and management structures, providing guidance to the staff base of close to 330 employees; set the tone and culture of the organization in order to best meet the needs of individuals, families and children in poverty within our communities; establish new and maintain strong collaborative partnerships within the community to leverage resources to help people exit poverty.
2015 - Present

Mid-Willamette Valley Community Action Agency, Inc.: Community Action Head Start and Early Head Start Director. Plan, develop, implement, and manage a program and organizational structure with over 230 employees, 14 preschool centers, 4 Early Head Start classrooms, EHS Child Care Partnerships, and home based services; serve 966 of the highest risk children prenatally to age five and their families; develop and manage a budget of over \$10 million; Work with Agency Board of Directors and Head Start Policy Council to recommend policies, establish Head Start strategic plans, goals and objectives, community assessments, program monitoring and internal assessments, and facilitate fiscal oversight; establish contracts for collaborative services; generate revenue through grant submissions to Federal, State, local and Foundational funding entities; establish new and maintain strong collaborative partnerships within the community; responsibility to hire, supervise, and mentor management level employees through reflective practice; write and deliver speeches to groups of constituents, public entities, and other agency board of directors and interact with the newsmedia.
2008 - 2015

Mid-Willamette Valley Community Action Agency, Inc.: Child Care Information Service, Child Care Resource and Referral Director. Development of funding applications, management of up to 15 grants per year including tracking, and reporting; development and implementation of programmatic evaluation components; interview, hire, train, supervise and manage performance of child care resource and referral employees; develop and manage the program budget; create legislative education materials and provide information to policy makers and policy setters; create and present various training curricula to early learning programs in the community; promote federal, state and local collaboration among childhood care and education partners; meet criteria for CCR&R Quality Assurance accreditation; establish and maintain comprehensive community partnerships; market program services; Develop annual work plan strategies.
1998 - 2008

YMCA of Marion and Polk Counties: School Age Child Care Coordinator. Administered before and after school programs for 500 children; supervised and evaluated performance for 35

employees at 18 elementary schools; fulfilled and maintained the requirements for Office of Child Care licensure; Developed and maintained budgets; developed grant proposals; presented ongoing professional development training; created a system-wide enrichment and extra-curricular program; maintained contact with parents, school principals, and staff at each school; ordered supplies for 15 departments; participated in the YMCA Capital Campaign; organized and managed a child care advisory committee and participated with the Board of Directors.

1994 – 1998

Jimmy Jones

133 Delta Court N
Keizer, Oregon 97303
(501) 827-7547

Mid-Career Professional with considerable experience in Homeless Services Management, Coordinated Entry, Project Management, Data Analysis, and Publishing.

Career Highlights:

Lead a staff of 30 homeless services professionals. Designed a state-wide Coordinated Entry System used in 28 counties in Oregon. Managed a \$3,800,000 budget. Analyst for an Industry Leading Translation Company. Directed Multiple Projects across a wide range of disciplines. Published Author and Professor, recognized with several research awards. Curriculum Designer for Award Winning Academic Programs. Recognized with Teaching Awards at Three Universities. Successful Grant Writer.

Work Experience:

The ARCHES Project

03/2017 – Present

Director

Supervise a staff of 30 program managers, assessment specialists and case managers. Manage a budget of \$3.8 million, from more than a dozen different grants.

THE ARCHES Project

08/2016 – 03/2017

Coordinated Entry Specialist

Designed a state-wide coordinated entry system, used in 28 Oregon counties, based on national best practices.

Concordia University

01/2015 - Present

Adjunct Professor

Professor of history and the humanities.

**Council for the Homeless and
The Vancouver Housing Authority**
Coordinated Entry Specialist

08/2015 – 08/2016

Designed a state-wide coordinated entry system, used in 28 Oregon counties, based on national best practices.

CTS LanguageLink

02/2014 - 10/2014

Quality Assurance Analyst

Term analyst editing Japanese, Korean, Khmer, Farsi, Chinese, Thai, Vietnamese, Spanish, Hindi, and Tagalog documents for California Elections, and various other languages for Corporate Projects. Expert user of SDL Trados and Xbench.

Gaius Consulting

08/2007 - Present

Higher Education Consultant/Data Analyst

General curriculum analysis for academic programs.

Education:

- **Doctor of Philosophy**
University of Arkansas 1996 – 2002, History
- **Master of Arts**
Arkansas State University 1992 – 1993, History
- **Bachelor of Arts**
Arkansas State University 1986 – 1991, History, Political Science

Publications:

- "Seeding Chicot: The Isaac Hilliard Plantation and the Arkansas Delta"
Arkansas Historical Quarterly, 1999.
- "Chicot Bluegrass and the Delta Frontier"
Ozark Historical Review, 1999.
- "Modern Pentecostalism: The Significance of Race, Class, and Culture in Charismatic Growth, 1900-2000"
Doctoral Dissertation, University of Arkansas, 2002
- The Last Generation of Southerners
In Progress

Odds and Ends:

- Franklin Fellow, University of Georgia, 2002-2004.
- Harvard Summer Fellowship, 2003.
- Assistant Editor, *Arkansas Historical Quarterly*, 2000-2002.
- Four Teaching Awards at Three Universities.

Linda L. Strike MSW, LMSW

2610 Crestview Drive South Salem, Oregon 97302

503-510-3102 lindastrike@gmail.com

WORK EXPERIENCE:

ARCHES Program Manager

7/2009 - current

MWVCAA/ARCHES, Salem, Oregon

Coordinate housing stabilization programs for homeless households and households at risk of becoming homeless, Program Development for multiple new grants, (three programs specific to assisting veteran households).

- Develop policies and procedures, and program processes and protocols that respect the needs and rights of program participants while still meeting grant compliance requirements
- Supervise case management staff; provide staff training, monitor case management to insure it meets the needs of the clients and adheres to best practices insuring all participants are treated with respect and dignity, monitor client files to insure documentation is thorough and accurate, provide problem solving support to case managers
- Provide trauma informed crisis interventions for program participants
- Responsible for grant compliance
- Responsible for budgeting of client services funds and fund disbursement
- Responsible for gathering data for and completing all required reports in an accurate, timely manner
- Responsible for data quality review and facilitation of data quality corrections
- Responsible for staffing all programs under my supervision
- Provide supervision to interns and volunteers
- Participate in the process of grant writing and creation of work plans
- Participate in community forums and coalitions focused on housing and homelessness
- Perform community outreach and develop community resource partnerships

On-call MSW Care Manager

7/2015-current

Salem Hospital Emergency Department, Salem, Oregon

Provide supportive services to Emergency Department patients

- Perform patient assessments
- Provide resources to patients and their families
- Provide discharge planning
- Respond appropriately to Social Work consultation requests
- Provide respectful, compassionate interventions to patients and their families
- Work collaboratively with Emergency Department physicians, nurses and other staff
- Accurate, timely charting of interactions with patients and interventions performed

Housing Education Coordinator/Case Manager

10/2006 – 7/2009

MWVCAA/ARCHES, Salem, Oregon

Coordinated/Facilitated tenant education program, Provided case management for at risk families of diverse backgrounds.

- Responsible for curriculum development and facilitation
- Performed participant eligibility assessments
- Provided community outreach and developed community resource partnerships
- Provided advocacy for clients with community partners and government agencies
- Responsible for timely, accurate documentation and maintenance of confidential records.
- Assessed client needs and strengths
- Facilitated development of strengths based case plans in collaboration with participants, (and community partners as appropriate)
- Provided case management which included; facilitation of family function, modeling of appropriate behavior, respectful communication with professional boundaries, coordination of services, assisting participants with development of life skills
- Provided encouragement and support for participants and their households in their efforts to achieve self-sufficiency
- Responsible for disbursement of grant funds
- Responsible for accurate data collection and timely reporting
-

Interim Executive Director**8/2005 – 2/2006**

Sunnyview Childcare, Salem, Oregon

Program Management and assessment

- Responsible for program assessment and the creation of a projected budget and feasibility report regarding continued operation
- Responsible for hiring, training and supervision of staff
- Responsible for insuring all staff adhered to developmentally appropriate practices
- Created all necessary forms and various other documents
- Performed student assessments and provided referrals as appropriate
- Provided creative problem solving and decision making
- Responsible for Child Care Division certification procedures
- Administered USDA and DHS re-imbursement programs
- Responsible for the organization and maintenance of confidential records
- Created plan for and facilitated the closure of the center

Family Support Worker**10/2001 – 5/2005**

Family Building Blocks/Healthy Start, Salem, Oregon

Provided case management and in-home parent education and training for at risk families from diverse backgrounds.

- Developed respectful, trusting relationships with a diverse population of clients
- Assessed family needs and resources
- Assisted clients with finding and accessing community/government resources
- Provided advocacy for clients with community/government agencies
- Attended Child Welfare Team Decision Meetings and juvenile court in support of clients
- Worked in collaboration with DHS Child Welfare caseworkers
- Assisted clients with creative problem solving
- Provided parent education and training to clients

INTERNSHIPS:**MSW Student Intern**

Salem Hospital Emergency Department, Salem, Oregon

9/2014-6/2015

- Performed initial assessments
- Provided resources to patients and their families
- Discharge planning
- Responded appropriately to Social Work consultation requests
- Accurate, timely charting of interactions with patients and interventions performed

Salvation Army Lighthouse Lodge, Salem, Oregon

9/2013-7/2014

- Assisted with updating policies and procedures for the shelter
- Created curriculum for life skills workshops
- Provided supportive therapeutic counseling for shelter residents
- Facilitated therapeutic support group focused on developing positive self-esteem and self-acceptance

EDUCATION:**Master's of Social Work**

Portland State University, Portland, Oregon

B.S. Degree, Social Science

Portland State University, Portland, Oregon

Associate's Degree

Chemeketa Community College, Salem, Oregon

LICENSES**Licensed Masters Social Worker, M7007**

Oregon Board of Licensed Social Workers

Attachment 1. Proposal Form

OFFEROR NAME: Mid-Willamette Valley Community Action Agency

ADDRESS: 2475 Center St. NE, Salem, Oregon 97301

TELEPHONE NUMBER: 503-585-6232 FAX NUMBER: 503-375-7580 WEB SITE: www.mycommunityaction.org

TAXPAYER ID NUMBER: 23-7056987 DATE/STATE OF INCORPORATION: September 8, 1967/ State of Oregon

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

CERTIFICATION/LICENSE NUMBER: N/A

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Proposer acknowledges receipt of all Addenda issued under the RFP.
4. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
6. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
11. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification:
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

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

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: _____

Print Name: _____

Title: _____

Contact Person (Type or Print): Jimmy Jones

Telephone Number: () 503-359-2488

Fax Number: () 503-399-9118

The Offeror will notify the County representative on the cover page of this RFP within 30 days of any change in the information provided on this form.

ATTACHMENT 2
REQUEST FOR PROPOSAL



MARION COUNTY

REQUEST FOR PROPOSALS

MARION COUNTY VETERANS SERVICES OFFICE

C25102-BOC-242-17

Release Date: September 22, 2017

Proposals Due Date: 4:00 p.m. on October 9, 2017

Refer Questions to:
Camber Schlag
Phone number: (503) 566-3944
cschlag@co.marion.or.us

Submit Proposals to:
Marion County Finance Department
Courthouse Square
555 Court Street NE, Suite 4247
Salem, OR 97301

Electronic copies of this RFP and attachments, if any, can be obtained from the ORPIN website <http://orpin.oregon.gov/open.dll/welcome> and view Marion County Opportunity Number XXXXX

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

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- 1. Introduction**
- 2. Background**
- 3. Contract Term**
- 4. Schedule of Events**
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- 6. Mandatory Pre-Proposal Conference**
- 7. Instructions to Proposers**
- 8. Contract Form**
- 9. Evaluation**
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- 11. Protest and Appeals**
- 12. Terms and Conditions**
- 13. Attachments and Exhibits**
- 14. Proposal Submission Checklist for Proposers**

1. INTRODUCTION

Marion County is currently seeking an organization to provide services to local veterans. The County is seeking proposals from organizations, hereafter called "Proposer(s)," with demonstrated experience in veteran outreach and benefit services, and proposes to engage the successful Proposer for the following services:

Provide aid and assistance to any veteran, the spouse or dependents of the veteran residing within Marion County, in applying for all benefits and aid to which they are entitled by federal, state or local laws, rules and regulations.

All organizations submitting proposals are referred to as Proposers in this document; after negotiations, the awarded Proposer will be designated as Contractor.

2. BACKGROUND

Located in the heart of the Mid-Willamette Valley, Marion County has a population of 333,950, stretches from the Willamette River to the Cascade Mountains, and encompasses nearly 1,200 square miles. Marion County has 20 cities, including the Oregon's capital, Salem. The Marion County government organization is headed by an elected Board of Commissioners and has 15 departments, seven departments of which are headed by elected officials.

Historically, Marion County has depended upon the Veteran Service Officer's (VSO) at the Oregon Department of Veterans Affairs (ODVA) to provide services to local veterans. Although personnel at the ODVA have been very responsive to the needs of all veterans seeking services, they do not always have the capacity to provide the level of service needed, for the number of local veterans seeking assistance. Successful interventions by VSO's often result in a veteran receiving benefits from the VA which brings additional money and services into the community.

With the large size and diverse nature of Marion County, having VSO's who are able to travel to all corners of our county will ensure that services are easily accessible even to those veterans who lack sufficient transportation, or who have other barriers to traveling to Salem for services. Our intention is to have a Veterans Services Program start up in January 2018.

3. CONTRACT TERM

The Contract is anticipated to start on January 2, 2018. The Contract term shall be for one year and six months. The parties may agree to extend the term of the Contract on an annual basis up to a maximum of five years pursuant to available funding.

4. SCHEDULE OF EVENTS

September 22, 2017	RFP issued
September 28, 2017	Questions concerning RFP and project emailed to Camber Schlag no later than 5:00 p.m. September 28.
October 3, 2017	Answers to questions posted on ORPIN website
October 9, 2017	Proposals are due no later than 4:00 p.m. at the Marion County Finance Department, 555 Court Street NE, Ste 4247, Salem, OR 97301. <i>Late submittals will not be accepted.</i>
October 16, 2017	Notification of selected proposer
Oct. 17 - Nov. 8, 2017	Development & Finalize Contract
January 2, 2018	Program commences

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

5. SCOPE OF WORK

The County anticipates the work generally performed in an office environment when dealing with claimants, although work may include meeting with veterans and family members in their place of work or in their residence, hospitals or nursing homes as needed. Awarded Proposer will also be required to do outreach and attempt to provide services to veterans outside an office environment. Proposer is required to have an office location within the boundaries of Marion County and centrally located for ease of access to services.

Proposer will assess the need for veteran services in Marion County and propose an adequate budget and staffing plan to include office space, equipment, and supplies for program startup. The budget display should reflect an ongoing annual operating budget and the one-time startup costs separately.

Proposers responding to this RFP must be capable of performing the following tasks and services:

- A. Provide aid and assistance to any qualified veteran, the spouse or dependents of the veteran residing within Marion County, in applying for all benefits and aid to which they are entitled by federal, state or local laws, rules and regulations including:
 1. Counseling to clients to determine basic eligibility for government benefits as a result of the veteran's military service;
 2. Preparing and presenting claims or applications for government benefits;

3. Referring clients to other sources of aid and assistance, including social services and other opportunities as appropriate;
 4. Maintain accuracy of records of persons served and type of assistance provided, with records to be stored by ODVA Claims Management Program;
 5. Provide out of office assistance to persons unable to travel to the office for reasons of age or infirmity;
 6. Counseling and claims assistance to hospitals, nursing homes, and other agencies serving veterans;
 7. Increase public awareness of benefits and services available to veterans and their families through advertisement and promotion of local program services. Work alongside other local veteran organizations and resources for referrals and to reduce the duplication of services;
 8. Prepare and submit written quarterly reports to the County and Statewide Veteran Services Program at the Oregon Department of Veterans Affairs (ODVA) describing the outreach and services provided to veterans and their spouses or dependents, along with a complete detail of activities and expenditures using the ODVA Quarterly Report of Activities form required for financial reimbursement of services; and
 9. Process telephone calls, mail, and assist veterans and their dependents with a variety of functions, including but not limited to applications, appeals, interviews, mail, power of attorney, housing, job searches, etc.
- B. Veteran Service Officers shall achieve certification through the ODVA within 12 months of employment and program start up or hiring. Maintain accreditation through ongoing training opportunities. [Per 38 Code of Federal Regulation 14.628 and 14.629 and Oregon Revised Statute 406.452]
1. Must attend annual training conference each year and any other training that is required by ODVA.
- C. The selected Proposer will provide supervision and program oversight to include maintaining personnel, budget and office operations.

- D. Provide an annual operating budget to include appropriate staffing levels, materials and supplies, start-up equipment and other operational needs. (Attachment 3: Proposed Program Budget)
- E. Ability to meet performance measures as determined and required by the County and ODVA.
- F. Maintain Health Insurance Portability And Accountability Act Business Associate Contract Provisions (HIPAA) requirements.
- G. State funding will be provided through the County to the contractor on a quarterly reimbursement schedule based on ODVA required quarterly reports. Available funding is reflected in Attachment 3.

6. PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference for this RFP.

7. INSTRUCTIONS TO PROPOSERS

Proposers must submit one (1) original signed proposal, five (5) hard copies and one digital copy (CD or flash drive) of proposal. Proposals are due at the County **no later than the time and date set forth in the Section 4: Schedule of Events**. Envelopes or packages shall be clearly marked with the RFP number, **C25102-BOC-242-17**.

The proposal must include information responsive to items (a) through (h) set forth below. The proposal may not exceed a total of 25 single-sided, 8.5" x 11" numbered pages. The cover letter, resumes and other required documents are excluded from the total page count. Resumes must be included in an appendix to the proposal. Proposers must complete and submit **Attachment 1: Proposal Form**.

Proposers must include the following as part of their proposal:

- a. **Cover Letter.** The proposal must be submitted with a cover letter describing the Proposer's interest and commitment to the proposed program. The letter must include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the Proposer to negotiate a contract with the County must sign the cover letter.
- b. **Approach and Management Plan.** Describe the approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among Proposer staff, County staff and any other parties that may have a significant role in the delivery of this program.

- c. ***Qualifications and Experience.*** Provide the qualifications and experience of the key team member(s) who will work to develop the program. Emphasize the specific qualifications and experience from similar programs for the key team members. Explain what you see as the required qualifications and experience you will want for staff hires for the day to day operations of this program.
- d. ***Staffing Plan.*** Provide a detailed staffing plan by position with work load capacity and job description. Discuss the workload for all key staff members and their capacity to perform the requested services for the program. Show a timeline for hiring staff for the program start up. Staffing plan to include a minimum of two Veteran Service Officers.
- f. ***Program Budget.*** Allocated funds for January 2, 2018 - June 30, 2018 is \$145,000 and for July 1, 2018 - June 30, 2019 is \$199,000. Funding for January 2, 2018 - June 30, 2018 includes initial program startup.

Proposer must submit Program Budget using **Attachment 3: Proposed Program Budget**. The Proposal shall include: (a) the total dollar amount requested to start up and operate the program, (b) any other resources, including in-kind, that will support the proposed program, (c) include all salaries and benefits, materials and services, required equipment and software and any other related expenses.

- g. ***Cost Control.*** Provide information on how you will control program costs to ensure all work is completed within the negotiated budget for the program. Include the name and title of the individual responsible for cost control.
- h. ***Additional Relevant Information.*** The proposer may submit additional relevant information that may be helpful in the selection process (not to exceed the equivalent of two (2) single-sided pages). Additional relevant information counts towards the 25 page proposal maximum.

8. CONTRACT FORM

By submitting a proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the **Sample Contract for Services (Exhibit 1)**. Proposer shall review the attached Contract for Services and note exceptions. Unless Proposer notes exceptions in its proposal, the County intends to enter into a Contract for Services with the successful Proposer substantially in the form set forth in Contract for Services (Exhibit 1). It may be possible to negotiate some provisions of the final Contract for Services; however, many provisions cannot be changed. Proposer is cautioned that the County believes modifications to the standard provisions constitute increased risk and increased cost to the County. Therefore, the County will consider the scope of requested exceptions in the evaluation of proposals.

Any proposal that is conditioned upon the County's acceptance of any other terms and conditions may be rejected. Any subsequent negotiated changes are subject to prior approval of the County's Legal Counsel.

In the event that the parties do not reach mutually agreeable terms, the County may terminate negotiations and commence negotiations with the next highest ranking Proposer.

9. EVALUATION

a. *Minimum Responsiveness.* In order to be responsive, each proposal will be reviewed for minimum responsiveness. Failure to meet minimum responsiveness may result in rejection of the proposal. Each proposal must comply with **Section 7: Instructions to Proposers** and include the following to be considered minimally responsive:

- ☐ Cover Letter
- ☐ Approach and Management Plan
- ☐ Qualifications and Experience
- ☐ Staffing Plan
- ☐ Proposed Program Budget
- ☐ Attachment 1: Proposal Form
- ☐ Attachment 3: Proposed Program Budget Submission Form

b. *Evaluation Committee.* A County Evaluation Committee (CEC) will evaluate all responsive proposals. The CEC will be composed of County staff and other parties that may have relevant expertise or experience. The CEC will score and recommend proposals in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the CEC.

c. *Categories.* The evaluation criteria and their respective weights are as follows:

CATEGORIES	MAXIMUM POINTS POSSIBLE
Program Description and Scope of Work Approach	30
Management and Staffing Plan	25
Proposed Program Budget	25
Qualifications and Program Delivery	20
Total Points Possible	100
Interview/Presentation/Demonstration (optional)	20
Grand Total	120

d. *Interviews.* Proposers may need to attend an interview. The program manager and any key team members should attend the interview. The determination as to the need for interviews, evaluation criteria, the location, order and schedule of the interviews is at the sole discretion of the County. The interview panel may include representatives from the County and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The proposer must bear all presentation costs incurred to attend.

- e. *Best Value.* The County will select the proposal that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the Proposer with the lowest price proposal if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple proposers.

10. AWARD NOTICE AND ACCEPTANCE PERIOD

- a. After the evaluation of proposals and final consideration of all available pertinent information, the County will either reject all proposals or issue a written notice of intent to award the contract. The notice shall identify the apparent best evaluated proposal and the notice shall be provided to all Proposers submitting a timely proposal. The notice shall not create any rights, interests, or claims of entitlement in the apparent best evaluated Proposer.
- b. The apparent best evaluated Proposer should be prepared to enter into a contract with the County which shall be substantially the same as the Contract for Services in Exhibit 1 to this RFP. Notwithstanding, the County reserves the right to add terms and conditions, or request additional information, follow-up, or references, deemed to be in the best interest of the County, during final contract negotiations.
- c. If a Proposer fails to promptly sign and return the contract drawn pursuant to this RFP and final contract negotiations, the County may cancel the award and award the contract to the next best evaluated Proposer.

11. PROTEST AND APPEALS

A Proposer may protest the award of a contract or the intent to award a contract, whichever comes first, if the conditions set forth in ORS 279B.410(1) are satisfied. The protest must be submitted in writing by mail, courier or hand delivery to the Contracts and Procurement Manager within seven (7) days after issuance of the notice of intent to award the contract.

Marion County Finance Department
Courthouse Square
Attn: Camber Schlag
555 Court St. Suite 4247
Salem, OR 97301

All letters of protest shall clearly identify the reasons and basis for the protest. The Contracts and Procurement Manager will issue a written disposition in a timely manner as set forth in ORS 279B.410(4), which shall include the reason for the action taken and the process for appealing the decision. A Proposer must file a written protest with the County and exhaust all administrative remedies before seeking judicial review of the County's contract award decision.

12. TERMS AND CONDITIONS

- a. *The Marion County Public Contracting Rules, found at <http://www.co.marion.or.us/FIN/Pages/contracts.aspx>, govern this RFP.*
- b. *RFP Amendment, Cancellation and Right of Rejection.*
 - i. The County reserves the unilateral right to amend this RFP in writing at any time by posting the addendum on the ORPIN website. The County may extend the deadline for submission of proposals by written addendum. Proposers are responsible to view the website periodically for any addendum to the RFP. Proposers shall respond to the final written RFP, its exhibits and attachments, and all addenda. The County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel or reissue the RFP.
 - ii. The County reserves the right, in its sole discretion, to waive minor informalities in proposals provided such action is in the best interest of the County. Where the County waives minor informalities in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFP.
- c. *Confidentiality.* The County will retain a master copy of each proposal to this RFP, which becomes public record after the notice of intent to award unless the proposal or specific parts of the proposal can be shown to be exempt by law under ORS Chapter 192. If a Proposer believes that any portion of its proposal contains any information that is a trade secret under ORS 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law, that Proposer shall complete and submit the Attachment 2: Trade Secret Form and a fully redacted version of its proposal.

Proposer is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law and identifying the proposal as confidential, in whole or in part, as exempt from disclosure is not acceptable. County advises each Proposer to consult with its own legal counsel regarding disclosure issues. If Proposer fails to identify the portions of the proposal that Proposer claims are exempt from disclosure, Proposer has waived any future claim of non-disclosure of that information.
- d. *Proposer Responsible for Incurred Costs.* The County shall not be liable for any expenses incurred by Proposer in both preparing and submitting its proposal or contract negotiation process, if any.

13. ATTACHMENTS AND EXHIBITS

Attachment 1: Proposal Form

Attachment 2: Trade Secret Form

Attachment 3: Proposed Program Budget

Exhibit 1: County Contract for Services

Exhibit 2: Health Insurance Portability And Accountability Act Business Associate
Contract Provisions

14. PROPOSAL SUBMISSION CHECKLIST FOR PROPOSERS

- ☐ Cover Letter
- ☐ Approach and Management Plan
- ☐ Qualifications and Experience
- ☐ Staffing Plan
- ☐ Proposed Program Budget
- ☐ Attachment 1: Proposal Form
- ☐ Attachment 2: Trade Secret Form (*optional*)
- ☐ Attachment 3: Proposed Program Budget

Attachment 1. Proposal Form

OFFEROR NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____ WEB SITE: _____

TAXPAYER ID NUMBER: _____ DATE/STATE OF INCORPORATION: _____

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

CERTIFICATION/LICENSE NUMBER: _____

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Proposer acknowledges receipt of all Addenda issued under the RFP.
4. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
6. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
11. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

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

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: _____

Print Name: _____

Title: _____

Contact Person (Type or Print): _____

Telephone Number: () _____

Fax Number: () _____

The Offeror will notify the County representative on the cover page of this RFP within 30 days of any change in the information provided on this form.

Attachment 2: Trade Secret Form

1. I am an authorized representative of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this Trade Secret Form and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about October 9, 2017 (the "Proposal"), to Marion County in response to Request for Proposals C25102-BOC-242-17, for veteran outreach and benefits and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.
 - or
 - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Authorized Representative Signature

Proposer identifies the following information as exempt from public disclosure:

Attachment 3: Proposed Program Budget

Attachment 3: Marion County Veterans Services Proposed Program Budget Budget Summary				
Revenues:				
		January 2, 2018 - June 30, 2018	July 1, 2018 - June 30, 2019	Total Budget
Personnel				
Materials and Services				
Other				
TOTAL EXPENSES		\$0.00	\$0.00	\$0.00
Revenues				
State Funding		145,000.00	199,000.00	344,000.00
Other				0.00
<i>Subtotal</i>		145,000.00	199,000.00	344,000.00
In-Kind				0.00
TOTAL REVENUES				\$344,000.00

Detailed Program Budget Expenses
January 2, 2018 - June 30, 2018

Expenses:				
Personnel				
Salaries and Wages	FTE	Salaries	Benefits	Total Budget
Veteran Service Officer(s)			-	-
Clerical/Administration Support			-	-
Other			-	-
Total Personnel		\$0.00	\$0.00	\$0.00
Materials & Services				
				0.00
Office Supplies				0.00
Building Rent & Utilities				0.00
Equip rental and maintenance				0.00
Advertising and Printing				0.00
Conferences and Training				0.00
Transportation				0.00
Insurance				0.00
Administration Costs				0.00
MISC./Other				0.00
				0.00
				0.00
				0.00
Start Up Equipment Costs:				0.00
Computers/Licenses/Software				0.00
Printers				0.00
Phones				
Misc./Other				0.00
Total Materials & Services		\$ -	\$ -	\$ -
<i>Total Expenses</i>		\$ -	\$ -	\$ -
Total Program Budget		\$0.00	\$0.00	\$0.00

Detailed Program Budget Expenses
July 1, 2018 - June 30, 2019

Expenses:

Personnel				
Salaries and Wages	FTE	Salaries	Benefits	Total Budget
Veteran Services Officer(s)			-	-
Clerical/Administration Support			-	-
Other			-	-
Total Personnel		\$0.00	\$0.00	\$0.00
Materials & Services				
				0.00
Office Supplies				0.00
Building Rent & Utilities				0.00
Equip rental and maintenance				0.00
Advertising and Printing				0.00
Conferences and Training				0.00
Transportation				0.00
Insurance				0.00
Administration Costs				0.00
				0.00
				0.00
				0.00
				0.00
Misc./Other				0.00
				0.00
				0.00
Total Materials & Services		\$ -	\$ -	\$ -
Total Expenses		\$ -	\$ -	\$ -
Total Program Budget		\$0.00	\$0.00	\$0.00

Exhibit 1: County Contract for Services

The Contract for Services (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

Sample County Contract for Services on Next Page

SAMPLE

MARION COUNTY CONTRACT FOR SERVICES

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and [Insert Name], [a/an Corporation, non-profit, etc.] hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM. This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on *[OPTION 1: [insert date].]* *[OPTION 2: the later of [insert date], the date all warranties have expired or the date Contractor has completed all Services in accordance with the requirements of this Contract, as determined by County.]* The parties may extend the term of this Contract provided that the total Contract term does not extend beyond [insert date or event].

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$[Insert amount]. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES.

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that

Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement contractor].

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT. Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE. Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION.

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS. Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS.

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. 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 13C, 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.

14. PAYMENT ON EARLY TERMINATION. Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B 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 13C 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 13C or 13D 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.

15. INDEPENDENT CONTRACTOR.

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any

benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE. This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD PARTY BENEFICIARIES.

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. 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.

19. 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.

20. MERGER CLAUSE. This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER. The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES. In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by 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 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If 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.

23. INSURANCE.

A. REQUIRED INSURANCE. Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. WORKERS COMPENSATION. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

☒ \$1,000,000 Per occurrence limit for any single claimant; and

☒ \$2,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Risk Manager

iii. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

Bodily Injury/Death:

☒ \$1,000,000 Per occurrence limit for any single claimant; and

☒ \$2,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Risk Manager

☐ \$500,000 Per occurrence limit for any single claimant

☐ \$1,000,000 Per occurrence limit for multiple claimant

iv. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

Bodily Injury/Death:

- ☒ Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- ☐ \$500,000 Per occurrence limit for any single claimant; and
- ☐ \$1,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

24. NOTICE. Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

**

To County:

Procurement & Contracts Manager
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309
Fax No. 503-588-5237

25. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY. If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that 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 to be invalid.

27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of Closing of [bids/proposals] for/effective date of] this Contract, faithfully has complied with:

i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any [Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc.] [delivered to/granted to] the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

28. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair

Date

Commissioner

Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

[CONTRACTOR] SIGNATURE

Authorized Signature: _____
Date

Title: _____

EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES. Contractor shall perform Services as described below.

A. GENERAL INFORMATION. *(Insert project background information, County objectives and any other general information that may be helpful to describe the context of this contractual relationship. This information may come from your solicitation document.)*

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. *(Describe specific services to be performed, deliverables to be provided, Goods to be delivered, the delivery schedule for the services, deliverables and Goods, including documents and reports, if any, to be created and delivered as part of the services. An individual reading the Contract must be able to easily answer the following questions: a. Who is purchasing? b. Who is selling? c. What is being purchased? d. How much is being purchased? e. When will it be delivered? f. How much will be paid and what is the payment method? g. When will payment be made? Be specific, clear, concise and complete when describing the intended performance obligations of the parties).*

C. SPECIAL REQUIREMENTS. *(Insert: special terms and conditions applicable to this Contract.)*
[OPTION:] Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

OPTION FOR REQUIREMENT THAT CONTRACTOR PROVIDE KEY PERSONS:

i. KEY PERSONS. Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

[List name, title, identify the specific services each Key Person is required to perform under this Contract.]

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$ _____. **[NOTE: THIS AMOUNT SHOULD EQUAL THE TOTAL AMOUNT PAYABLE UNDER EX. A, SECTION 2.A PLUS THE TOTAL AMOUNT AUTHORIZED FOR REIMBURSEMENT UNDER EX. A, SECTION 2.C AND THE AMOUNT IDENTIFIED UNDER 2. COMPENSATION.]**

A. METHOD OF PAYMENT FOR SERVICES. [OPTION 1 – FIXED PRICE FOR EVERYTHING: County shall pay Contractor \$ _____ for completing all Services and delivering all Goods required under this Contract.]

[OPTION 2 – FIXED PRICE PER DELIVERABLE AND GOODS: County shall pay Contractor the amounts specified for each of the following deliverables and Goods that County has accepted: **(CLEARLY SPECIFY DELIVERABLE AND FIXED AMOUNT FOR THAT DELIVERABLE)]**

[OPTION 3 – HOURLY RATE UP TO MAXIMUM AMOUNT: County shall pay Contractor \$ _____ per hour up to but not in excess of \$ _____ for completing all Services required under this Contract.]

[OPTION 4 – COMBINATION FIXED PRICE AND HOURLY RATE: County shall pay Contractor \$ _____ for _____. County shall pay Contractor \$ _____ per hour up to but not in excess of \$ _____ for _____.]

B. BASIS OF PAYMENT FOR SERVICES. OPTION 1 – Full completion. County shall pay Contractor all amounts due under this Contract in one payment upon County's approval of Contractor's invoice to County but only after County has determined that Contractor has completed, and County has accepted, all Services; and Contractor has delivered and County has accepted all Goods required under this Contract.

OPTION 2 – Milestone progress payments for completed Services. County shall pay Contractor all amounts due for Services completed and accepted by County and for Goods delivered and accepted by County at the following milestones after County's approval of Contractor's invoice to County for those Services and Goods: **(list payment milestones)**

OPTION 3 – Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.

C. EXPENSE REIMBURSEMENT. OPTION 1: No Expense Reimbursement – County will not reimburse Contractor for any expenses under this Contract.

OPTION 2: County will reimburse Contractor for the following expenses incurred only when the expenses are essential to the discharge of, and within the course and scope of, Contractor's obligations under this Contract.

Total for Reimbursable Expenses. The total amount available to reimburse Contractor for expenses authorized for reimbursement under this Exhibit A, section 2.C is \$ _____.

D. GENERAL PAYMENT PROVISIONS.

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County
Attn: [insert Dept Name] Department, [NAME]
[Address 1]
Salem, OR 9730X

ADDENDUM NO 1

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE CONTRACT PROVISIONS

INTRODUCTION

This Addendum to the contract between MARION COUNTY, a political subdivision of the State of Oregon, hereinafter called the COUNTY, and _____, hereinafter called CONTRACTOR is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), as amended.

WHEREAS, COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.

WHEREAS, CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Department of Health and Human Services Security Rule and Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164.

NOW THEREFORE, the parties agree as follows:

1. Definitions.
 - a. BUSINESS ASSOCIATE shall mean _____.
 - b. BREACH means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under subpart E of the HIPAA Privacy Regulations; I found at 45 CFR 164.402 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 *Federal Register* 5565), which compromises the security or privacy of the protected health information. In the event of any inconsistency between the definition of "Breach" in this Agreement and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.
 - c. COVERED ENTITY shall mean MARION COUNTY.
 - d. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act Public. Law No. 111-5.
 - e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "individual" defined in 45 CFR 164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR 164.502 (g).
 - f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
 - g. PROTECTED HEALTH INFORMATION shall have the same meaning as the term in 45 CFR 164.501 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach

Notification, and Enforcement Rule, 78 *Federal Register* 5565), limited to information created or received by BUSINESS ASSOCIATE from or on behalf of Covered Entity.

- h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR 164.103.
- i. SECRETARY shall mean the Secretary of the federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.
- j. SECURITY RULE shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, and 164, Subparts A and C.
- k. UNSECURED PROTECTED HEALTH INFORMATION shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered usable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

Terms used, but not otherwise defined, in this Agreement shall have the meaning given the terms in the Health Insurance Portability and Accountability Act (HIPAA) Regulations at 45 CFR 160-164.

2. Term.

The term of the HIPAA obligations under this addendum shall commence as of the effective date of this contract and shall expire when all of the information provided by COVERED ENTITY to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, is destroyed or returned to COVERED ENTITY, or if it is infeasible to return or destroy protected health information, protections are extended to the information in accordance with the termination provisions in this contract.

3. Limits on Use and Disclosure.

BUSINESS ASSOCIATE shall not use or disclose protected health information provided or made available by COVERED ENTITY for any purpose other than as expressly permitted or required by this contract or as Required by Law.

4. Permitted Uses and Disclosures by BUSINESS ASSOCIATE.

a. Statutory Duties.

- (1) BUSINESS ASSOCIATE acknowledges that it has a statutory duty under the HITECH Act to, among other duties:

- (A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and
- (B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation Requirements"). In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), BUSINESS ASSOCIATE shall consider guidance issued by the Secretary pursuant to

Section 13401(c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.

- (2) BUSINESS ASSOCIATE acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.
- (3) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

b. General Use and Disclosure Provision.

Except as otherwise limited in this contract, BUSINESS ASSOCIATE may use or disclose protected health information to perform the functions, activities or services for, or on behalf of, COVERED ENTITY as specified in the contract between the parties, provided that such use or disclosure would not violate the Security and Privacy Rules if done by the COVERED ENTITY, or the minimum necessary policies of COVERED ENTITY.

c. Permissible Requests by Covered Entity.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity.

5. Additional Purposes for Uses and Disclosures by BUSINESS ASSOCIATE.

- (a) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.
- (b) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of the BUSINESS ASSOCIATE, provided that:
 - (i) The disclosure is Required by Law;
 - (ii) Reasonable assurances are obtained from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, that the person will use appropriate safeguards to prevent use or disclosure of the information, and that the person immediately notifies BUSINESS ASSOCIATE of any instances of which the confidentiality of the information has been breached per section 6.d of this Contract;
 - (iii) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information to provide data aggregation services to COVERED ENTITY as permitted by 45 CFR 164.504(e)(2)(i)(B).

- (iv) BUSINESS ASSOCIATE may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
- (v) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

6. BUSINESS ASSOCIATE Obligations:

- a. Limits on Use and Further Disclosure Established by Contract and Law. BUSINESS ASSOCIATE agrees that information provided or made available by COVERED ENTITY shall not be further used or disclosed other than as permitted or required by the Contract or as Required by Law.
- b. Appropriate Safeguards. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Contract.
- c. Mitigation of Harmful Effects. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of the use or disclosure of protected health information by BUSINESS ASSOCIATE in violation of the requirements of this Contract.
- d. Reports of Breach. Per the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) Public. Law 111-5, BUSINESS ASSOCIATE agrees to report to COVERED ENTITY as soon as possible any use or disclosure of the protected health information not provided for by this Contract of which it becomes aware. If a breach of unsecured protected health information occurs at or by a BUSINESS ASSOCIATE, the BUSINESS ASSOCIATE must notify the COVERED ENTITY no later than 60 days from the discovery of the breach. To the extent possible, the BUSINESS ASSOCIATE should provide the COVERED ENTITY with the identification of each individual affected by the breach as well as any information required to be provided by the COVERED ENTITY in its notification to affected individuals.
- e. Subcontractors and Agents. BUSINESS ASSOCIATE agrees to ensure that any agent, including any subcontractor, to whom it provides protected health information received from, or created by BUSINESS ASSOCIATE on behalf of COVERED ENTITY agrees in writing to the same terms, conditions and restrictions on the use and disclosure of protected health information as contained in this Contract. BUSINESS ASSOCIATE is required to have Business Associate Agreements with its subcontractors that use protected health information on their behalf. BUSINESS ASSOCIATE is required to obtain satisfactory assurances from its subcontractors that the subcontractor will safeguard protected health information.
- f. Right of Access to Information. BUSINESS ASSOCIATE agrees to provide access, at the request of COVERED ENTITY, to protected health information in a Designated Record Set, either to the COVERED ENTITY, or as directed by COVERED ENTITY to

an Individual. This right of access shall conform with and meet the requirements of 45 CFR 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATES where appropriate.

- g. Amendment and Incorporation of Amendments. BUSINESS ASSOCIATE agrees to make and incorporate any amendments to protected health information in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR 164.526.
- h. Provide Accounting. BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and protected health information relating to the use and disclosure of protected health information received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to COVERED ENTITY, the Secretary, or the Secretary's designee for the purposes of determining compliance with the Security and Privacy Rules.
- i. Documentation of Disclosures. BUSINESS ASSOCIATE agrees to document disclosures of protected health information and information related to these disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- j. Access to Documentation of Disclosures. BUSINESS ASSOCIATE agrees to provide COVERED ENTITY information collected in accordance with Section 6(i) of this Contract, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- k. False Claims, Fraud, Waste and Abuse. BUSINESS ASSOCIATE shall cooperate with and participate in activities to implement and enforce the COVERED ENTITY'S policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. BUSINESS ASSOCIATE shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. BUSINESS ASSOCIATE shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. BUSINESS ASSOCIATE is required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. BUSINESS ASSOCIATE is required to check the following databases for excluded individuals and entities: Excluded Parties List System (EPLS) www.sam.gov

7. Obligations of COVERED ENTITY.

- a. Limitations in Notice of Privacy Practices. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitations in its notice of privacy practices of COVERED ENTITY, in accordance with 45 CFR 164.520, to the extent that the limitation may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.
- b. Changes in Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by

Individual to use or disclose protected health information, to the extent that the changes may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

- c. Restrictions on Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of protected health information, that COVERED ENTITY has agreed to in accordance with 45 CFR 164.522, to the extent that the restriction may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

8. Permissible Requests by COVERED ENTITY.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under the Security and Privacy Rules if done by COVERED ENTITY, except if the BUSINESS ASSOCIATE will use or disclose protected health information for, and the Contract includes provisions for, data aggregation or management and administrative activities of BUSINESS ASSOCIATE.

9. Security Assurances, the BUSINESS ASSOCIATE will.

- a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by the Health Insurance Portability and Accountability Act of 1996 and the requirements of Health Insurance Reform, the Security Standards (45CFR Parts 160, 162 & 164); and, effective February 17, 2010, to comply with the provisions of the Security Rule identified in this Agreement.
- b. Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;
- c. Report to the County any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, interference with system operations in an information system, or any security incident of which it becomes aware;
- d. Authorize termination of the contract by the County, if the County determines that the BUSINESS ASSOCIATE has violated a material term of the contract.

10. Termination of Contract.

- a. Termination for Cause. Upon COVERED ENTITY'S knowledge of a material breach by BUSINESS ASSOCIATE, COVERED ENTITY shall either:
 - (1) Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate this Contract, if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by COVERED ENTITY;
 - (2) Immediately terminate this Contract, if BUSINESS ASSOCIATE has breached a material term of this Contract and cure is not possible; or

- (3) If neither termination nor cure is feasible, COVERED ENTITY shall report the violation to the Secretary.
 - b. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from COVERED ENTITY, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY. This provision shall apply to protected health information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE, its subcontractors or agents, shall retain no copies of the protected health information.
 - (2) In the event that BUSINESS ASSOCIATE determines that returning or destroying protected health information is infeasible, BUSINESS ASSOCIATE shall provide to COVERED ENTITY notification of the conditions that make return or destruction infeasible. Upon written notice to COVERED ENTITY that return or destruction of protected health information is infeasible, BUSINESS ASSOCIATE shall extend the protections of this Contract to the protected health information and limit further uses and disclosures of protected health information to those purpose that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE, its subcontractors or agents maintains protected health information.
- 11. Miscellaneous Provisions.
 - a. Regulatory References. A reference in this Contract to a section in the Security and Privacy Rules means the section as in effect or as amended.
 - b. Amendment. The Parties agree to take any action as is necessary to amend this Contract from time to time needed for COVERED ENTITY to comply with the requirements of the Security and Privacy Rules and the Health Insurance Portability and Accountability Act of 1996.
 - c. Survival. The respective rights and obligations of BUSINESS ASSOCIATE under Section 10 (b) of this Contract, Effect of Termination, shall survive the termination of this Contract.
 - d. Interpretation. Any ambiguity in this Contract shall be resolved to permit COVERED ENTITY to comply with the Security and Privacy Rules.
 - e. Entire Agreement. This Contract consists of this Addendum and the Contract, together which constitutes the entire agreement between the Parties. Any alterations, variations, modifications or waivers of any provisions shall be valid only when they have been submitted in writing and approved by the Parties.
- 12. Qualified Service Organization Contract Provisions.
 - a. CONTRACTOR is required to follow the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A, as amended.

- b. COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.
- c. CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A.
- d. CONTRACTOR Shall:
 - (1) Acknowledge that in receiving, storing, processing, or otherwise dealing with any information from the Program about the patients in the Program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and
 - (2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2.