

Contract Review Sheet

Contract for Services

BO-5908-24 - Am1

Title: Veteran Outreach and Benefit Services

Contractor's Name: Mid-Willamette Valley Community Action

Department: Board of Commissioners

Contact: Gary White

Analyst: Sabrina Hay

Phone #: (503) 588-5193

Term - Date From: July 1, 2024

Expires: June 30, 2028

Original Contract Amount: \$ 600,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ 600,000.00

New Contract Total: \$ 1,200,000.00

Amd% 100%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal

RFP# BO1419-23

Description of Services or Grant Award

Contractor shall provide outreach and benefit services to local veterans through the operation of the County Veteran Service Office. Services include: 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.

Amendment 1 extends the contract for two more years and adds \$600,000.00 for the extension period.

Desired BOC Session Date: 6/3/2026

Contract should be in DocuSign by: 5/13/2026

Agenda Planning Date: 5/21/2026

Printed packets due in Finance: 5/19/2026

Management Update: 5/19/2026

BOC upload / Board Session email: 5/20/2026

BOC Session Presenter(s) Gary White

Code: Y

REQUIRED APPROVALS

Sabrina Hay

Sabrina Hay (May 14, 2026 14:09:07 PDT)

05/14/2026

Finance - Contracts

Date

Contract Specialist

Date

Scott A. Norris

Scott A. Norris (May 15, 2026 09:52:39 PDT)

05/15/2026

Legal Counsel

Date

Jan Fritz

Jan Fritz (May 15, 2026 16:45:20 PDT)

05/15/2026

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 3, 2026

Department: Board of Commissioners

Title: Veteran Outreach and Benefit Services

Management Update/Work Session Date: May 19, 2026 Audio/Visual aids []

Time Required: 5 min Contact: Gary White Phone: 503-588-5193

Requested Action: Approval of a two-year extension of Contract BO-5908-24 with Mid-Willamette Valley Community Action Agency for continued operation of the County Veteran Service Office.

Issue, Description & Background: Mid-Willamette Valley Community Action Agency is currently providing veteran outreach and benefit services through operation of the County Veteran Service Office under contract BO-5908-24 which is due to expire June 30, 2026. The Board has determined it is in the best interest of the veterans of Marion County to extend the existing contract at this time.

Financial Impacts: Contract is funded by a combination of an annual ODVA grant and Marion County General Funds. The 2026-2028 program budget is \$300,000 annually, of which approximately \$67,000 will come from the Marion County General Fund annually.

Impacts to Department & External Agencies: None

List of attachments: Amendment 1, Contract for Services BO-5908-24

Presenter: Gary White

Department Head Signature: Jan Fritz (Jan Fritz (May 15, 2026 16:45:20 PDT))



**AMENDMENT 1 to BO-5908-24
the CONTRACT FOR SERVICES
between**

**MARION COUNTY and MID-WILLAMETTE VALLEY COMMUNITY ACTION
AGENCY, INC.**

This is Amendment 1 to the Contract for Services (as amended from time to time, the “Contract”), dated July 1, 2024, between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Mid-Willamette Valley Community Action Agency, Inc., hereinafter called Contractor.

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

1. TERM

This Contract is effective on **July 1, 2024**, and expires on **June 30, 2028**~~June 30, 2026~~.

2. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$1,200,000.00~~600,000.00~~.

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.B is \$1,200,000.00~~600,000.00~~.

- A. **METHOD AND BASIS OF PAYMENT FOR SERVICES:** Upon satisfactory performance of services and compliance with the terms of this Contract, County shall pay Contractor up to \$1,200,000.00~~600,000.00~~ in the form of quarterly progress payments for completed services.

EXHIBIT B, APPROVED PROGRAM BUDGET

ADD to Exhibit B the following attached documents:

- Detailed Program Budget Expenses for July 1, 2025 – June 30, 2026
- Detailed Program Budget Expenses for July 1, 2026 – June 30, 2027

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments 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.

---Signatures on following page--

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature: Jan Fritz 05/15/2026
Jan Fritz (May 15, 2026 16:45:20 PDT)
Chief Administrative Officer Date _____

Reviewed by Signature: Scott A. Norris 05/15/2026
Scott A. Norris (May 15, 2026 09:52:39 PDT)
Marion County Legal Counsel Date _____

Reviewed by Signature: Sabrina Hay 05/14/2026
Sabrina Hay (May 14, 2026 14:09:07 PDT)
Marion County Contracts & Procurement Date _____

MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC. SIGNATURE

Authorized Signature: _____ Date _____

Title: _____

Detailed Program Budget Expenses

July 1, 2025 - June 30, 2026

Expenses:

Personnel				
Salaries and Wages	FTE	Salaries	Benefits	Total Budget
Veteran Service Officer(s)	1.00	\$60,000.00	\$21,000.00	\$81,000.00
Clerical/Administration Support	1.00	\$36,400.00	\$12,740.00	\$49,140.00
Other: Program Manager	1.00	\$70,000.00	\$24,500.00	\$94,500.00
Total Personnel		\$166,400.00	\$58,240.00	\$224,640.00
Materials & Services				
Office Supplies				\$1,500.00
Building Rent & Utilities				\$25,200.00
Equipment rental and maintenance				\$1,200.00
Advertising and Printing				\$3,000.00
Conferences and Training				\$5,800.00
Transportation				\$4,000.00
Insurance				\$0.00
Administration Costs				\$27,264.00
Other: Internet and phone				\$7,300.00
Start Up Equipment Costs:				
Computers/Licenses/Software				\$0.00
Printers				\$0.00
Phones				\$0.00
Other (describe)				\$0.00
Total Materials & Services				\$75,264.00
Other				
Other (describe)				\$0.00
Other (describe)				\$0.00
Other (describe)				\$0.00
Total Other				\$0.00
Total Program Budget		\$224,640.00	\$75,264.00	\$0.00

Detailed Program Budget Expenses

July 1, 2026 - June 30, 2027

Expenses:

Personnel				
Salaries and Wages	FTE	Salaries	Benefits	Total Budget
Veteran Service Officer(s)	1.00	\$60,000.00	\$21,000.00	\$81,000.00
Clerical/Administration Support	1.00	\$36,400.00	\$12,740.00	\$49,140.00
Other: Program Manager	1.00	\$70,000.00	\$24,500.00	\$94,500.00
Total Personnel		\$166,400.00	\$58,240.00	\$224,640.00
Materials & Services				
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Equipment rental and maintenance				\$1,200.00
Advertising and Printing				\$3,000.00
Conferences and Training				\$5,800.00
Transportation				\$4,000.00
Insurance				\$0.00
Administration Costs				\$27,264.00
Other: Internet and phone				\$7,300.00
Start Up Equipment Costs:				
Computers/Licenses/Software				\$0.00
Printers				\$0.00
Phones				\$0.00
Other (describe)				\$0.00
Total Materials & Services				\$75,264.00
Other				
Other (describe)				\$0.00
Other (describe)				\$0.00
Other (describe)				\$0.00
Total Other				\$0.00
Total Program Budget		\$224,640.00	\$75,264.00	\$0.00



Contract Review Sheet

BO-5908-24

Contract for Services #: BO-5908-24 Amendment #: _____

Contact: Sabrina Hay Department: Board of Commissioners

Phone #: 503-566-3974 Analyst: Sabrina Hay

Title: Veteran Outreach and Benefit Services

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

Term - Date From: July 1, 2024 Expires: June 30, 2026

Original Contract Amount: \$ 600,000.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 600,000.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# BO1419-23

Description of Services or Grant Award

Contractor shall provide outreach and benefit services to local veterans through the operation of the County Veteran Service Office. Services include: 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.

Desired BOC Session Date: 6/12/2024 Files submitted in CMS for Approval: 5/22/2024

Agenda Planning Date: 5/30/2024 Printed packets due in Finance: 5/28/2024

Management Update: 5/28/2024 BOC upload / Board Session email: 5/29/2024

BOC Session Presenter(s) _____

FOR FINANCE USE

Comments: Y

REQUIRED APPROVALS

DocuSigned by:

D1ECCAACCD814CB
 Finance - Contracts 5/28/2024
 Date

DocuSigned by:

F21BD5B5934B405
 Contract Specialist 5/29/2024
 Date

DocuSigned by:

6DC98A6F708240B
 Legal Counsel 5/28/2024
 Date

DocuSigned by:

1E984034585E453
 Chief Administrative Officer 5/29/2024
 Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 12, 2024

Department: Board of Commissioners

Title: Veteran Outreach and Benefit Services

Management Update/Work Session Date: May 28, 2024 Audio/Visual aids

Time Required: 10 min Contact: Gary White Phone: 503-588-5193

Requested Action: Approval of Contract BO-5908-24 with Mid-Willamette Valley Community Action Agency for continued operation of the County Veteran Service Office.

Issue, Description & Background: Mid-Willamette Valley Community Action Agency is currently providing veteran outreach and benefit services through operation of the County Veteran Service Office under contract BO-1877-17 which is due to expire June 30, 2024. Marion County conducted a competitive sealed proposal process in late 2023 and Mid-Willamette Valley Community Action Agency was selected in early 2024 as the contractor for the new contract. Services under the new contract will begin on July 1, 2024. The initial contract period is two years.

Financial Impacts: Funded by a combination of an annual ODVA grant and Marion County General Funds. 2024-2025 Program Budget \$300,000 of which approximately \$67,000.00 will come from the Marion County General Fund.

Impacts to Department & External Agencies: The veterans services program enhances other services provided by Health and Human Services Department.

List of attachments: Contract for Services BO-5908-24

Presenter: Gary White

Department Head Signature: Jan Fritz

**MARION COUNTY
CONTRACT FOR SERVICES
BO-5908-24**

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., an Oregon Non-Profit Corporation, hereinafter called Contractor.

RECITALS

WHEREAS, County issued Request for Proposals BO1419-23 for Veteran Outreach and Benefit Services (Marion County Veteran Service Office) on November 1, 2023;

WHEREAS, Mid-Willamette Valley Community Action Agency, Inc. submitted a proposal in response to BO1419-23 on December 11, 2023, which was determined to be responsive;

WHEREAS, County evaluated and scored all proposals received and issued a Notice of Award to Mid-Willamette Valley Community Action Agency, Inc. on January 31, 2024; and

WHEREAS, County wishes to engage Mid-Willamette Valley Community Action Agency, Inc. to provide the services set forth in Exhibit A;

Now, therefore, 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 **July 1, 2024**, and expires on **June 30, 2026**. The parties may extend the term of this Contract for additional periods as determined by County in its sole discretion provided that the total Contract term does not extend beyond **June 30, 2034**.

2. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$600,000.00**. 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 Contractor agree to comply with the provisions of this Contract, its exhibits and attachments 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 Contractor. Failure of Contractor or 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, 279B.235 (if applicable to this Contract) and ORS 652, 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 28. C. (i) through (iv) of this Contract.

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 28.C 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 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:

- i. Termination of this Contract, in whole or in part;
 - ii. 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
 - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. 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. These remedies are cumulative to the extent the remedies are not inconsistent, and 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 County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS

Expenditures of 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 County in excess of authorized expenditures shall be deducted from future payments or refunded to 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 County. Repayment of prior period obligations shall be made to County in a manner agreed on.

9. ACCESS TO RECORDS

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by 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. Contractor shall retain such records 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 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 County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of 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 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 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 60 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 Department of Veterans Affairs (ODVA) that Contractor is not meeting ODVA's 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 County, 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 Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 13C by County due to a breach by Contractor, or if terminated under 13D or 13E by County, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

15. INDEPENDENT CONTRACTOR

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out 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 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 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 County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of 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 Contractor, 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 Contractor shall pay to County the amount of the reasonable excess.

- B. In addition to the remedies in sections 13 and 14 for a breach by 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 County:

Required by County

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

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

iii. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to 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 County:

Required by County

Minimum Limits:

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

\$2,000,000 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 County:

Required by County

Minimum Limits:

Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury)

- 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 email set forth below or to such other addresses or emails 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 Street NE
 Salem, Oregon 97301

To County
 Contracts and Procurement Manager
 PO_Contracts@co.marion.or.us
 555 Court Street NE, Suite 4259
 P.O. Box 14500
 Salem, Oregon 97309

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. AMENDMENTS

This Contract may be amended consistent with the scope and intent of Request for Proposals BO1419-23 if mutually agreed to by both parties.

- A. Anticipated Amendments. This Contract is anticipated to be amended for Contract extension periods, as described in Section 1 or as otherwise negotiated by the parties, and to add funds to cover those extension periods.
- B. Unanticipated Amendments. All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to 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.
- D. Any Items delivered to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to 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.

29. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED 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 SIGNATURES
BOARD OF COMMISSIONERS:**


Not Present At Meeting

Chair Date
 *6/12/2024*

Commissioner Date
 *6/12/2024*

Commissioner Date
Authorized Signature: DocuSigned by:

1E984034585E453... 5/29/2024

Chief Administrative Officer Date
Reviewed by Signature: DocuSigned by:

60C98A6F708240B... 5/28/2024

Marion County Legal Counsel Date
Reviewed by Signature: DocuSigned by:

D1FCCAACDB14CB... 5/28/2024

Marion County Contracts & Procurement Date

MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC. SIGNATURE

Authorized Signature: DocuSigned by:

5A38FC5479B5421... 6/14/2024
Date

Title: Executive Director

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

- i. Contractor shall perform the duties of the Marion County Veteran Service Office as described in Section B below.
- ii. 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 United States Department of Veterans Affairs (USDVA) under 38 U.S.C. Part II. Assisting qualified veterans and the spouse or dependents of the veteran residing in Marion County with applications for benefits under 38 U.S.C. Part II takes priority over assistance with other benefits or applications for benefits not administered under 38 U.S.C. Part II.
- iii. Contractor shall comply with all instructions, policies, and procedures prescribed by the Oregon Department of Veterans Affairs (ODVA) regarding certification and accreditation to represent veterans with claims for benefits with the USDVA. This includes all ODVA instructions, policies, and procedures for claims filing, claims management, quality assurance of claims, and other Veteran Service Office services identified by the ODVA as set forth in Enclosure 01.
- iv. Contractor shall obtain certification through ODVA as an accredited veterans service officer with USDVA to represent veterans with claims for benefits administered by USDVA. Contractor shall maintain accreditation at all times during the term of the Contract. Contractor shall achieve ongoing training requirement and opportunities in accordance with 38 CFR 14.628-14.629 and ORS 406.452.
- v. Additional terms are attached hereto in Exhibit C.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

- i. Operation of Marion County Veteran Service Office.
 - a) Contractor shall operate the Marion County Veteran Service Office in compliance with the program requirements established in ORS 406.450.
 - b) Contractor shall maintain its current location at 780 Commercial Street SE Suite 302 as an ADA compliant location for the Marion County Veterans Services Office. Contractor may not change the location for the Marion County Veterans Services Office without prior written approval from County. Any proposed change in location must be requested in writing by Contractor and submitted to County for review and approval subject to inspection of the proposed location by County and ODVA for the purpose of determining the proposed location's suitability to serve veterans and veterans with disabilities.
 - c) Contractor shall grant complete access to County and ODVA for the purpose of conducting scheduled and unscheduled inspections and site visits to determine the office is being maintained and operated in a suitable manner to serve veterans and veterans with disabilities.

- d) Contractor shall comply with any reasonable recommendations made by County or ODVA to modify the office in order to meet the needs of veterans, including veterans with disabilities.
- e) Contractor shall maintain the following minimum days and hours of operation:

Monday through Friday
8:00 AM to 5:00 PM

ii. Services for Clients

Serving as the Marion County Veteran Service Office, 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. Services include 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) Provide out-of-office assistance to persons unable to travel to the office for reasons of age or infirmity.
- e) Counsel and assist with claims to hospitals, nursing homes, and other agencies serving veterans.
- f) Conduct activities and events 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. Outreach activities must be conducted outside of normal office locations.
- g) Work with other local veteran organizations and resources for referrals and to reduce the duplication of services.
- h) Process telephone calls, mail, and other correspondence 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.

iii. Recording Requirements

- a) Contractor shall maintain accurate records of services performed and activities/events conducted 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.
- b) Contractor shall keep track of the dates, locations, other organizations attending, and number of people attending all outreach activities and events.

iv. State Reporting Requirements

Contractor shall prepare and submit to County all reports that ODVA requests or requires of County Veteran Service Offices or Veterans Service Officers in the form and manner required by ODVA.

v. County Reporting Requirements

a) Monthly Reports

- 1) Contractor shall prepare and submit monthly expense reports that itemize all program expenditures for the calendar month, with backup documentation for all expenses, in sufficient detail to account for each budget item in Contractor's approved program budget set forth in Exhibit B.
- 2) Contractor shall prepare and submit monthly payroll reports that include hours worked by position and wage and benefits costs by position for the calendar month.
- 3) Contractor shall prepare and submit monthly its schedule of upcoming activities and events.
- 4) Monthly reports are due to County by the 15th of the month following the end of each calendar month.

b) Quarterly Reports

- 1) Contractor shall submit to County the quarterly activities and expenditure reports required by ODVA on the forms represented in Attachment 1 for County's review and approval for quarterly payment as set forth in Section 2.A of this Exhibit A. All reported activities must include the location(s) and date(s) of the event(s). Activities reported under the categories "Interview Process" and "Claims/Appeals/Benefit Awards" must include totals by month where appropriate. Quarterly payments to Contractor under this Contract are dependent on County's receipt of compliant reports.
- 2) Quarterly reports are due to County by the 20th of the month following the end of each calendar quarter.

c) Annual Reports

Each year, no later than May 1, Contractor shall provide County with a proposed annual program budget within available funding effective July 1. Once approved by County, the approved annual program budget will be incorporated into Exhibit B of the Contract by amendment to the Contract.

d) Other Reports

Contractor shall provide any additional reports requested by County, which may include semiannual presentations to the Marion County Board of Commissioners.

e) Contractor shall submit all reports required under this section to County's Board of Commissioners Office.

C. SPECIAL REQUIREMENTS.

- i. Contractor shall meet any performance standards as determined and required by County and ODVA.
- ii. Contractor shall participate in all mandatory training and events required by ODVA to maintain certification and/or accreditation with USDVA.
- iii. 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 ODVA. Contractor shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.
- iv. 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.
- v. 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:

James Riddle, Lead Veteran Service Officer and Program Manager

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.B is **\$600,000.00**.

- A. METHOD AND BASIS OF PAYMENT FOR SERVICES: Upon satisfactory performance of services and compliance with the terms of this Contract, County shall pay Contractor up to **\$600,000.00** in the form of quarterly progress payments for completed services.

Quarters are defined as:

- July 1 through September 30
- October 1 through December 31
- January 1 through March 31
- April 1 through June 30

County shall pay Contractor quarterly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services, but only after County has determined that Contractor has completed, and County has accepted the completed Services for the Quarter ended, and County has received quarterly funds from ODVA.

- B. **EXPENSE REIMBURSEMENT.** County will not reimburse Contractor for any expenses under this Contract.
- C. **GENERAL PAYMENT PROVISIONS.** Notwithstanding any other payment provision of this Contract, failure of 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 County to Contractor, and shall continue until Contractor submits required reports, performs required services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Contractor.
- 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: Board of Commissioners, Gary L. White
PO BOX 14500
Salem, OR 97309

**ATTACHMENT 1
QUARTERLY REPORT FORMS**



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	Time Period
	July 1, 20__ through June 30, 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:	
Original USDVA Form 1010EZ/1010EZR (enrollment for health care) filed:	
USDVA Form 20-0995 (decision review/supplemental claim) filed:	
NOD/VA Form 9/VA Form 0996/VA Form 10182 filed:	
Total Amounts this Qtr (new monthly awards): \$	Retroactive Awards for the 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 you county.

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



COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

OTHER SERVICES PERFORMED

Other services performed outside of applications for VA benefits. For example: assistance with housing, clothing allowance, VA medical billing issues, transportation solutions, overpayment, assistance applying for other benefits (e. g., SSI), etc.

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

Please list below any Conferences or Training events attended.

Please attach a blank page to add any additional activities or innovations your office performed or accomplished this quarter.

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



COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF EXPENDITURES

Important Submission Instructions

This ODVA Form VS0909 COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF EXPENDITURES is used to report expenditures for a county's veterans' services program each quarter. Attach a printed copy of the year-to-date Budget to Actual report for the quarter. Mail the documents 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.

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

Remittance will be sent in the form requested to the address or bank account set up with the State of Oregon. If you wish to change how remittance is sent, please access your account with the Department of Administrative Services <http://www.oregon.gov/DAS/EGS/FBS/SFMS/pages/ach.aspx> or contact ODVA Finance at 503-373-2281 for assistance.

Annual Veterans' Services Program Budgeted Expenditures	
TOTAL BUDGET:	\$

Year-to-Date Expenditures	
TOTAL OF ALL EXPENDITURES:	\$

Certification and Signature	
<ul style="list-style-type: none"> I hereby certify that I have knowledge of the above expenditures. State funds have not been used for capital outlay. Capital expenditure must be paid from the county's portion of the budget. This is a valid, true, and correct claim. No part of this claim has yet been paid. 	
Name of Signer (<i>Printed</i>)	Authorized Signature
Title of Signer	Date Signed

FOR ODVA USE ONLY			
	PAID	VOU	Date Paid
	PCA 22200	AOBJ 6300	COMM 915-73
Quarterly Payment \$	Approved by Name (<i>Printed</i>)	Approved by Signature	Date Approved

EXHIBIT B APPROVED PROGRAM BUDGET

Detailed Program Budget Expenses July 1, 2024 - June 30, 2025				
Expenses:				
Personnel				
Salaries and Wages	FTE	Salaries	Benefits	Total Budget
Veteran Service Officer(s)	1.00	\$60,000.00	\$21,000.00	\$81,000.00
Clerical/Administration Support	1.00	\$36,400.00	\$12,740.00	\$49,140.00
Other: Program Manager	1.00	\$70,000.00	\$24,500.00	\$94,500.00
Total Personnel		\$166,400.00	\$58,240.00	\$224,640.00
Materials & Services				
Office Supplies				\$1,500.00
Building Rent & Utilities				\$25,200.00
Equipment rental and maintenance				\$1,200.00
Advertising and Printing				\$3,000.00
Conferences and Training				\$5,800.00
Transportation				\$4,000.00
Insurance				\$0.00
Administration Costs				\$27,264.00
Other: Internet and phone				\$7,300.00
Start Up Equipment Costs:				
Computers/Licenses/Software				\$0.00
Printers				\$0.00
Phones				\$0.00
Other (describe)				\$0.00
Total Materials & Services				\$75,264.00
Other				
Other (describe)				\$0.00
Other (describe)				\$0.00
Other (describe)				\$0.00
Total Other				\$0.00
Total Program Budget		\$224,640.00	\$75,264.00	\$0.00

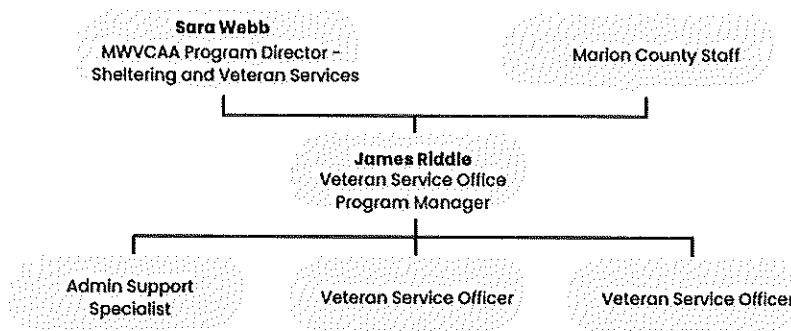
**EXHIBIT C
CONTRACTOR'S PROPOSAL**

The following Sections 3.4.3 through 3.4.6 of Contractor's Proposal are hereby incorporated into the Contract.

3.4.3 - Approach and Management Plan

MWVCAA will continue to operate the Veteran Service Office under The ARCHES Project’s shelter and veteran service department which is led by the director of sheltering. The Veteran Service Office will be managed by a program manager who will report to the shelter director and county staff as it relates to the execution of the Veteran Service Office and other services. The program manager will provide direct oversight of the Veteran Service Office and will supervise a team comprised of 1FTE Admin Support Specialist and 2 FTE Veteran Service Officers. The program manager will be responsible for Overseeing the daily operations of the Veteran Service Office, collaborating with Marion County staff to ensure office vision alignment, develop and uphold policies and procedures. They will also provide consistent and professional leadership, ensuring the staff team is equipped with the knowledge, tools, resources, and education to effectively serve qualified veterans, their spouses, and other dependents. A visual depiction of the Veteran Service Office management and leadership structure can be found on the below organizational chart.

MWVCAA VETERAN SERVICE OFFICE ORGANIZATIONAL CHART



3.4.4 - Staffing Plan

MWVCAA will operate a Veteran Service Office Monday – Friday from 8am to 5pm and staffed with 2 FTE veteran service officers accredited with the USDVA, 1 FTE program manager accredited with the USDVA as a veteran service officer, and 1 FTE admin support specialist. A sampling of the essential duties and responsibilities for each position is listed below:

Veteran Service Officer:

- Assist qualified veterans, and the spouse or dependent of the veteran apply for benefits administered by USDVA.
- Meets with and interviews veterans, spouses of veterans, and other dependents, with the intent of helping them file for and access available benefits.
- Investigates background facts and information needed to support claims, identifies what documentation is required, and assists claimants in obtaining pertinent records.
- Identifies potential deficiencies in a claim and communicates this information with the claimant seeking benefits.
- Follows up on and pursues claims, such as Notice of Disagreement and Substantiative Appeals, in accordance with the actions required by the Department of Veteran Affairs within specific deadlines.
- Represents claimants with claims in appeal by researching, preparing, and presenting legal arguments before the VA Regional Office Decision Review Officer and/or the United States Board of Veterans Appeals Administrative Law Judge.
- Works within the network of national, state, and county veterans' organizations and other veteran service offices to develop, complete, and prosecute claims.

Admin Support Specialist:

- Responds to phone, email, and walk-in inquiries from veterans, spouses of veterans, and other dependents and schedules them for appointments.
- Provides accurate and proper referrals to other local, county, state, and federal veterans' programs to help meet each individual's unique needs.
- Update information on existing resources by contacting and networking with other organizations; assists in developing information on potential resources by monitoring newspapers, newsletters, brochures and other sources; inform staff and other agencies of changes or new services.
- Stay current on federal and state veteran laws in order to explain basic rules and guidelines to aid in understanding possible eligibility for benefits.

- Provide clients with the necessary applications for licenses, federal home loans, or discharge papers, explaining procedures to complete these forms with consistency and quality.
- Record and compile data on the nature and quantity of inquiries and referrals; review and compile data reports as requested; complete required forms and perform data entry to track client intake and referrals to assist the VSO in supporting the veteran community.

Program Manager:

- Oversees daily operations of the Veteran Service Office to staff, visitor and client safety, cleanliness, and code compliance.
- Develops and upholds Veteran Service Office policies and procedures. This includes workflows aimed towards navigating veterans, their spouses, and other dependents towards benefits and resources.
- Establishes and maintains positive relationships with local, county, state, and federal partners, to include the Oregon Department of Veteran's Affairs, United States Department of Veteran's Affairs, and other local Veteran Service Offices.
- Fully complies with all federal, state, county, and local funding and reporting requirements, setting high standards for data quality and ensuring compliance with all applicable regulations.
- Provides consistent and professional leadership, conducts regular staff meetings, sets goals, and ensures the staff team is equipped with the knowledge, tools, resources, and education to effectively serve qualified veterans, their spouses, and other dependents.
- Upholds rigorous quality control measures and conducts routine file audits to ensure documents are being completed thoroughly.
- Helps Veteran Service Officers in preparing and presenting legal arguments before the VA Regional Office Decision Review Officer and/or the United States Board of Veterans Appeals Administrative Law Judge.

MWVCAA currently administers the Veteran Service Office for Marion County, with operating hours being 8am-5pm Monday – Friday. Our current operation and staffing plan, similar to the one proposed here, can serve on average 80 qualified veterans, spouses, and other dependents

each week. Based on our experience administering this program, each veteran service officer has the capacity to effectively and efficiently manage a case load of 400 cases at a time.

3.4.5 - Transition Plan Schedule

As the current administrator of the Veteran Service Office for Marion County, MWVCAA is positioned to continue operation and ensure there is no lapse in services beginning July 1, 2024. Veteran Service Office activities will continue to be provided at our Salem, Oregon location, located at 780 Commercial Street SE, Ste. 302. In addition to our fixed location in Salem, our veteran service officers have the capacity to meet with qualified veterans, their spouses, or dependents at other community sites or conduct home visits. Our experience, established location, site flexibility, and ability to conduct home visits, ensures veterans in Marion County maintain the vital link to services and resources that they have earned and deserve.

3.4.6 - Cost Control

As a recipient of over 200 local, state, federal, and private entity grants, MWVCAA is adept at managing a diverse funding portfolio valued at over \$69.6 million dollars. As the largest anti-poverty organization in Marion and Polk Counties, our organization takes seriously our responsibility in serving low-income households in the region. As such, we ensure good stewardship of all funds through robust accounting practices and a series of checks and balances.

With the help of our agency's finance department, each program manager is responsible for managing their programs budget(s) and tracking expenditures. Each financial transaction requires the submission of a request to purchase form which details the requestor, item or service to be purchased, cost, justification, and how it aligns with the program's needs. These purchase requests require review and approval from the requestor's supervisor to ensure expenses are justified.

Our finance department works closely with our program directors to ensure all financial monitoring and reporting are completed in a correct and timely manner. Finance meets with the program directors to discuss the revenue and expenditure status of grants on a monthly basis. Fiscal reporting is built within Abila (a cloud based reporting software) to provide timely

information to interested parties. MWVCAA's extensive cost control measures and series of checks and balances has resulted in zero findings the last 5 years on all local, county, state, and federal level audits.