

Contract Review Sheet

Contract for Services

HE-6365-24

Title: Marion County Health & Human Services Strategic Plan

Contractor's Name: VillageReach

Department: Health and Human Services

Contact: Kristina Ballow

Analyst: Sandra Fixsen

Phone #: (503) 588-5409

Term - Date From: upon all signatures

Expires: December 31, 2026

Original Contract Amount: \$ 175,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 175,000.00

Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal

RFP# HE1475-24

Description of Services or Grant Award

The goal of the MCHHS Strategic Plan is to align the programs and services offered to the community with the CHIP, CHA and Accreditation process and in doing so build on the strengths of MCHHS's mission and vision while laying the foundation to provide exceptional services and supports to the community.

The purpose of this project is to support the development of a 2026-2030 Strategic Plan. Contractor shall facilitate MCHHS in the development and alignment of services into an overall strategic vision for the Department.

Desired BOC Session Date: 1/22/2025

Contract should be in DocuSign by: 1/1/2025

Agenda Planning Date: 1/9/2025

Printed packets due in Finance: 1/7/2025

Management Update: 1/7/2025

BOC upload / Board Session email: 1/8/2025

BOC Session Presenter(s) Katrina Griffith & Joe James

Code: Y

REQUIRED APPROVALS

DocuSigned by:

 E4502AF0CAAE542C...
 Finance - Contracts
 Date: 12/18/2024

Signed by:

 A38C58E8078E42B...
 Contract Specialist
 Date: 12/23/2024

Signed by:

 60C98A6E708240B...
 Legal Counsel
 Date: 12/18/2024

DocuSigned by:

 DC16351248DE45C...
 Chief Administrative Officer
 Date: 12/23/2024



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: January 22, 2025

Department: Health & Human Services

Title: Marion County Health & Human Services Strategic Plan

Management Update/Work Session Date: January 7, 2025 Audio/Visual aids

Time Required: 10 Contact: Kristina Ballow Phone: 503-588-5409

Requested Action: Approval

Issue, Description & Background: The goal of the MCHHS Strategic Plan is to align the programs and services offered to the community with the CHIP, CHA and Accreditation process and in doing so build on the strengths of MCHHS's mission and vision while laying the foundation to provide exceptional services and supports to the community.

The purpose of this project is to support the development of a 2026-2030 Strategic Plan. Contractor shall facilitate MCHHS in the development and alignment of services into an overall strategic vision for the Department.

Financial Impacts: Total contract amount \$175,000.00

Impacts to Department & External Agencies: Health and Human Services anticipates no financial impact to other departments.

List of attachments: HE-6365-24

Presenter: Katrina Griffith & Joe James

Department Head Signature: DocuSigned by: Ryan Matthews

**MARION COUNTY
CONTRACT FOR SERVICES
HE-6365-24**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and VillageReach, a Corporation hereinafter called Contractor.

RECITALS

WHEREAS, County issued Request for Proposal HE1475-24 for a Strategic Planning Consultant on August 5, 2024.

WHEREAS, VillageReach submitted a proposal in response to HE1475-24 on September 19, 2024, which was determined to be responsive and responsible.

WHEREAS, County evaluated and scored all proposal received and issued a Notice of Intent of Award to VillageReach on November 4, 2024.

WHEREAS, County wishes to engage Contractor to provide the services set forth in Exhibit A.

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 the later of **December 31, 2026**, 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.

2. DOCUMENTS / ORDER OF PRECEDENCE

This Agreement consists of the following documents, each of which is attached and incorporated herein by reference:

- A. This Agreement less exhibits
- B. Exhibit A – Statement of Work

3. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$175,000.00**. 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.

- C. If specified below, county’s payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Appendix II to Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

In accordance with 2 CFR 200.331, Contractor has been designated:

- Subrecipient
- Contractor/Vendor
- Not applicable – (there are no federal funds tied to the contract)

4. 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 29. 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 29.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 replacement Goods and Services / 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.

5. 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.

6. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

7. 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.

8. 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.

9. 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.

10. 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 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.

11. 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.

12. 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.

13. 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 24 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.

14. 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 14C, 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.

15. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 14, payment shall be made as follows:

- A. If terminated under 14A or 14B 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 14C 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 14C or 14D by County due to a breach by Contractor, 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. REMEDIES

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

- A. If terminated under 14C 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 14 and 15 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.

24. 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** **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. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system

attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

Required by County **Not required by County.**

\$1,000,000 Per occurrence limit; and

\$2,000,000 Aggregate limit

Exclusion Approved by Information Technology Director and Risk Manager

- iv. **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 **Not 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

Exclusion Approved by Risk Manager

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

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

- v. **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 **Not required by County.**

Minimum Limits:

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.

25. 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 days after mailing. Any notice under this Contract shall be e-mailed to:

To Contractor:
VillageReach
Erin Larsen-Cooper
erin.larsen-cooper@villagereach.org
210 South Hudson Street, Ste 307
Seattle, Washington, 98134

To County
Contracts and Procurement Manager
PO_Contracts@co.marion.or.us
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309

26. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 3, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26 and 27.

27. 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.

28. AMENDMENTS

This agreement may be amended if mutually agreed to by both parties.

A. Anticipated Amendments

This is anticipated to be amended for the following reasons:

- i. To add additional terms and add funds to cover those additional terms.
- ii. To adjust the rate

B. Unanticipated Amendments

All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

29. 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 Goods/Intellectual Property Rights 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.

30. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR

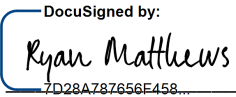
The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

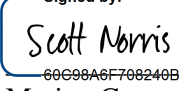
Commissioner Date

Authorized Signature:  DocuSigned by: Ryan Matthews 7D28A787656E458... 12/18/2024

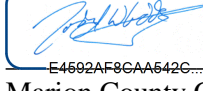
Department Director or designee Date

Authorized Signature:  DocuSigned by: Jan Fritz DC16351248DE4EC... 12/23/2024

Chief Administrative Officer Date

Reviewed by Signature:  Signed by: Scott Morris 60G98A6F708240B... 12/18/2024

Marion County Legal Counsel Date

Reviewed by Signature:  DocuSigned by: E4692AF8CAA642C... 12/18/2024

Marion County Contracts & Procurement Date

VILLAGEREACH SIGNATURE

Authorized Signature: _____ Date

Title: _____

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

The goal of Marion County Health & Human Services' (MCHHS) Strategic Plan is to align the programs and services offered to the community with the Community Health Improvement Plan (CHIP), Community Health Assessment (CHA) and Accreditation process and in doing so build on the strengths of MCHHS's mission and vision while laying the foundation to provide exceptional services and supports to the community.

The purpose of this project is to support the development of a 2026-2030 Strategic Plan. MCHHS is looking for a third-party contractor with expertise in working with Local Health Authority's and/or government entities in the Strategic Planning process, implementation, and sustainability. Contractor shall facilitate MCHHS in the development and alignment of services into an overall strategic vision for the Department.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall facilitate and support MCHHS's Strategic Planning initiative that includes but is not limited to planning, gathering, and analyzing information, creating a framework and implementing a sustainable process that enables MCHHS to maintain and continually improve the Department's Strategic Plan. This project consists of the following phases:

- Phase 1 – Information gathering
- Phase 2 – Planning and Creating the Framework
- Phase 3 – Implementation
- Phase 4 – Sustainability

i. PHASE 1: PLANNING AND INFORMATION GATHERING

Contractor shall:

- a. Through various communications, create and maintain conditions necessary for open, transparent, innovative strategic planning process by developing insights through a combination of internal research, stakeholder engagement tools, and meeting in the development of the strategic plan.
- b. Meet with key staff in MCHHS monthly to review status of Strategic Planning. On a quarterly basis this meeting will focus on identifying and reviewing project deliverables in accordance with predetermined due dates and timelines.
- c. Conduct approximately 20, 1:1 interviews – up to three with the Board of Commissioners and the other interviews with MCHHS Stakeholders. Conduct one staff survey with MCHHS staff and stakeholders.

- d. Analyze and incorporate employee, community, and stakeholder feedback from current and past reports/activities such as the Employee Engagement Survey, MCHHS Mission and Vision statements and the Roadshow events.

ii. PHASE 2: PLANNING AND CREATING THE FRAMEWORK

Contractor shall:

- a. Debrief MCHHS team members and Board of Commissioners on the findings to ensure department's vision, mission and values still align with report key findings.
- b. Draft Priorities, Goals and Objectives. Objectives will be drafted using the SMART Goal Format. Facilitate approximately four planning sessions (3-4 hours each) to discuss topic focus areas; vision, mission, organizational values, and priorities with Executive Team.

(1) *Prep work and feedback*

Before each session, participants will complete light prep work. This ensures participants enter each session with relevant background knowledge, and time spent together is collaborative, active, and engaging. Prep work could include tasks such as reviewing the agenda for upcoming sessions, providing feedback on draft content such as the strategic goals or objectives or meeting in small groups to complete outstanding work from the previous session.

(2) *Session 1:*

The first session with strategic planning core team will generate buy-in, present the results from the phase 1 key findings, which will include insights gathered from staff and key stakeholders, and other learnings from the data collection, what strategic planning aims to achieve and the roadmap for getting there. Contractor will then guide the group to use activity outputs to explore changes to or refresh their mission, vision and values.

(3) *Session 2:*

Guide the group through a SWOT (strengths, weaknesses, opportunities, threats) analysis activity. Building on the SWOT, we will do a series of activities around envisioning what is possible. Themes generated during the activities will form the basis of strategic priorities.

(4) *Session 3:*

In Session 3, the team will work together to build on the priorities determined in Session 2 to create strategic goals and objectives. Participants will then be introduced to the concept of Strategic, Measurable, Ambitious, Realistic, Time-bound, Inclusive and Equitable (SMARTIE) objectives. We will do a series of activities to brainstorm and identify objectives for each goal and evaluate those against the SMARTIE criteria.

(5) *Session 4:*

During Session 4, the MCHHS team will identify activities associated with each SMARTIE objective. With guidance and instruction from Contractor, many Local Health Departments (LHDs) choose to brainstorm activities in small groups, often by division. Contractor will collate activities, identify gaps, and work with the strategic planning core

team to “right size” implementation plan to ensure they are ambitious but achievable given available resources.

- c. Facilitate a half day retreat to discuss topic focus areas, vision, mission, organizational values, and priorities with Executive Team.

- (1) *Retreat:*

- After the planning sessions are complete, Contractor will facilitate a half day retreat with the executive team that pulls together work from all the planning sessions into a cohesive picture of the vision, mission, values, priorities, goals, objectives and key implementation actions. During the session, the executive team will have an opportunity to finalize and refine each aspect of the plan. In addition, will facilitate the team through a process to compare key elements of the strategic plan against information gathered in Phase 1 to ensure that the plan aligns with the CHA and CHIP, reflects staff feedback, and is not missing key elements from stakeholder and staff feedback.

- d. Assist MCHHS to develop appropriate feedback to stakeholders of the progress and development of the Strategic Plan.

- e. Develop and distribute to MCHHS a draft Strategic Plan that integrates outcomes of the retreats, planning work sessions and stakeholder feedback.

- (1) *Draft a strategic plan:*

- Contractor will use the outputs from the sessions to draft a written strategic plan for MCHHS to review and give feedback on and will incorporate feedback into a final draft and coordinate for the product to be professionally formatted (included in proposed budget). Contractor recommends including the following components and will work with MCHHS to finalize.

- (A) Description of methods and process, including participants involved and process for selecting strategic priorities and goals.

- (B) MCHHS’s mission, vision and values

- (C) Strategic priorities

- (D) Strategic goals

- (E) Objectives that adhere to “SMARTIE” principles

- (F) Contractor shall also distill the full written strategic plan into a one-page summary that MCHHS can use to orient internal and external stakeholders on the key components of the strategic plan.

- f. Meet at least two times per month with the Strategic Planning Coordinator; and Quarterly with the Strategic Planning Committee to evaluate progress and movement towards project deliverables.

- g. Incorporate feedback and adjust the Strategic Plan.

iii. PHASE 3: IMPLEMENTATION

Contractor shall:

- a. Assist MCHHS to develop appropriate feedback mechanism for stakeholders keeping them informed of the progress and development of the Strategic Plan.
- b. Distribute the strategic plan and outcomes from the retreat and planning sessions to the stakeholders. Provide stakeholders a 2–3-week period to reflect, review, and recommend changes to the proposed strategic plan.
- c. Create a questionnaire for stakeholders to fill out capturing their feedback for the plan. In addition, Contractor will hold a strategic plan open house – in Salem and Woodburn – for staff to review the strategic plan, give feedback and ask questions.
- d. Work with the MCHHS executive team to create a 5-year action plan for how the strategic plan will be implemented, which may include action plans for each division.
- e. Develop and distribute a draft of the Strategic Plan to MCHHS that integrates outcomes of the retreats, planning work sessions and stakeholder feedback.
- f. Meet at least two times per month with the Strategic Planning Coordinator; and Quarterly with the Strategic Planning Committee to assess progress and collaboratively formulate an implementation plan for MCHHS Executive Team.
- g. Work in consultation with the MCHHS Executive Team to establish measurable goals and objectives pertaining to the implementation of the Strategic Plan. This may involve creating action plans for multiple Divisions or Programs as well as a communication plan to keep stakeholders and staff informed.

iv. PHASE 4: SUSTAINABILITY

Contractor Shall:

- a. Create a linear timeline for years one through five for implementation and monitoring progress towards Strategic Planning priorities, goals, objectives, strategies/activities, and outcomes. This would be a ‘roadmap’ for Divisional meetings and Divisional implementation plans.
- b. Create and support the implementation of a methodology for prioritizing goals, objectives, and outcome of the strategic plan which includes performance measurement standards.

2. DELIVERABLES AND DUE DATES

Phase 1: Information Gathering	
Documentation of strategic planning process including identified participants, process and methods for collecting staff and community input, and session dates.	Feb 28, 2025

Approximately 20 one-on-one interviews that include up to three with the Board of Commissioners (based on individuals' willingness to participate), and other key stakeholders.	May 31, 2025
Survey distributed to staff and key stakeholders.	May 31, 2025
Findings from survey, interviews, and any previous data provided by MCHHS.	June 30, 2025
Phase 2: Planning and Creating the Framework	
Slide decks and agendas for each of the sessions and the retreat	August 31, 2025
Draft a strategic plan including mission, vision, values, priorities, goals, objectives and implementation plan	September 30, 2025
Phase 3: Implementation	
Documentation of feedback from staff and changes made to the strategic plan as a result	November 30, 2025
Action plan(s) for the implementation of the strategic plan	December 31, 2025
Strategic plan review meeting structure	December 31, 2025
Phase 4: Sustainability	
Strategic plan metrics	January 31, 2026
Strategic plan timeline and roadmap	February 28, 2026
Final version of strategic plan	March 31, 2026
Visually appealing summary of strategic plan	March 31, 2026

A. SPECIAL REQUIREMENTS.

Contractor will schedule, conduct, and participate in all meetings related to this project between the hours of 8:00am and 5:00pm United States Pacific Standard Time.

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.

B. 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:

- i. Erin Larsen-Cooper, Project Lead & Point of Contact
Erin.larsen-cooper@villagereach.org
- ii. Stephanie Chritz, Information Gathering Lead
steffanie.chritz@villagereach.org

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.

3. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 3.A and for authorized reimbursement to Contractor under Exhibit A, section 3.C is **\$175,000.00**.

- A. **METHOD OF PAYMENT FOR SERVICES:** County shall pay Contractor for work performed at the rates listed in the tables below up to but not in excess of the amount listed in Section 3 for completing all Services required under this Contract.

PHASE 1 - QUARTER 1 ESTIMATED PROJECT COSTS				
Fees				
Category	Provide Details	Hours	Hourly Rate	Amount
Project Manager	Director and Team Lead, Research Evidence & Learning (REL)	156.0	\$113.27	\$17,670.12
Key Person 1	Associate, Research, Evidence & Learning.	117.9	\$57.22	\$6,746.24
Key Person 3	Coordinator, Global Grants and Contracts	43.3	\$50.68	\$2,194.44
Key Person 4	Manager, Data Analytics	156.0	\$70.22	\$10,954.32
Indirect Costs on Fees	25.69%			\$9,650.48
TOTAL Fees				\$47,215.60
<u>REIMBURSABLE</u>				

Reimbursable/Travel Expenses	Accommodation, Per Diem and Mileage			\$3,166.80
Indirect Costs on Reimbursement				\$813.55
TOTAL Reimbursement				\$3,980.35
QUARTER 1 Estimated Project Cost				\$51,195.95

PHASE 2 - QUARTER 2 ESTIMATED PROJECT COSTS				
Category	Provide Details	Hours	Hourly Rate	Amount
Project Manager	Director and Team Lead, Research Evidence & Learning (REL)	130.0	\$113.27	\$14,725.10
Key Person 1	Associate, Research, Evidence & Learning.	78.0	\$57.22	\$4,463.16
Key Person 3	Coordinator, Global Grants and Contracts	26.0	\$50.68	\$1,317.68
Indirect Costs on Fees	25.69%			\$5,267.98
TOTAL Fees				\$25,773.92
<u>REIMBURSABLE</u>				
Reimbursable/Travel Expenses	Accommodation, Per Diem and Mileage			\$6,792.00
Other	Workshop Supplies			\$250.00
Indirect Costs on Reimbursement				\$1,809.09

TOTAL Reimbursement				\$8,851.09
QUARTER 2 Estimated Project Cost				\$34,625.01

PHASE 3 - QUARTER 3 ESTIMATED PROJECT COSTS				
Category	Provide Details	Hours	Hourly Rate	Amount
Project Manager	Director and Team Lead, Research Evidence & Learning (REL)	130.	\$113.27	\$14,725.10
Key Person 1	Associate, Research, Evidence & Learning.	78.	\$57.22	\$4,463.16
Key Person 2	Digital Manager, Communications	17.3	\$75.68	\$1,309.26
Key Person 3	Coordinator, Global Grants and Contracts	26.0	\$50.68	\$1,317.68
Indirect Costs on Fees	25.69%			\$5,604.32
TOTAL Fees				\$27,419.52
<u>REIMBURSABLE</u>				
Reimbursable/Travel Expenses	Accommodation, Per Diem and Mileage			\$1,358.40
Indirect Costs on Reimbursement				\$348.98
TOTAL Reimbursement				\$1,707.38
QUARTER 3 Estimated Project Cost				\$29,126.90

PHASE 4 - QUARTER 4 ESTIMATED PROJECT COSTS				
Category	Provide Details	Hours	Hourly Rate	Amount
Project Manager	Director and Team Lead, Research Evidence & Learning (REL)	136.5	\$113.27	\$15,461.36
Key Person 1	Associate, Research, Evidence & Learning.	81.9	\$57.22	\$4,686.32
Key Person 3	Coordinator, Global Grants and Contracts	27.3	\$50.68	\$1,383.56
Indirect Costs on Fees	25.69%			\$5,531.38
TOTAL Fees				\$27,062.62
<u>REIMBURSABLE</u>				
Reimbursable/Travel Expenses	N/A			\$1,912.80
Other	Professional Formatting			\$2,500.00
Other	Program Software			\$492.02
Indirect Costs on Reimbursement				\$1,260.05
TOTAL Reimbursement				\$6,164.87
QUARTER 4 Estimated Project Cost				\$33,227.49

B. BASIS OF PAYMENT FOR SERVICES.

Quarterly progress payments for completed Services. County shall pay Contractor quarterly 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.**
County will reimburse Contractor for reimbursable travel expenses under this Contract, as listed in the payment tables above.

- D. **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 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.

- 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: Health and Human Services, Accounts Payable
Email: HealthAP@co.marion.or.us
3160 Center St NE
Salem, OR 97301