



**WASHINGTON COUNTY**  

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**OREGON**

# Community Health Improvement Plan Grant 2023

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## WASHINGTON COUNTY NOTICE OF FUNDING OPPORTUNITY

**GRANT APPLICATION DEADLINE:**  
**March 17, 2023 3 p.m.**

**CONTACT INFORMATION:**  
**Alicia Lee, Senior Program Coordinator**  
**971-330-1195**  
**[CHIP@co.washington.or.us](mailto:CHIP@co.washington.or.us)**

*Funding Provided by Washington County General Fund and Health Share of Oregon and is distributed through Washington County Health & Human Services' Community Health Improvement Plan*

## **PROGRAM OVERVIEW AND GOALS:**

Washington County Health and Human Services (HHS) is part of a collaborative that conducts a community health assessment (CHA) process every three years using a variety of data sources including input from community members. The CHA identifies important health issues in our community. To address these issues, HHS in partnership with other community organizations, develops a community health improvement plan (CHIP). Click [here](#) for the 2020-2023 CHIP document.

HHS, serving as the facilitator for the CHIP, brings forward resources to support public health improvement activities in Washington County through this funding opportunity. The following are the proposal instructions, funding criteria, key dates and contact information for the 2023-2024 Community Health Improvement Plan (CHIP) grant program.

This is the seventh cycle for CHIP implementation grant funding in Washington County. HHS will evaluate and implement continuous improvement strategies based on what we learn from each funding cycle. While HHS recognizes the value of sustainable funding, HHS is only able to consider short-term or discrete projects due to the nature of the funds. HHS has strived to create a simple application form and process to increase accessibility.

To evaluate the impact of this funding, HHS will request a mid-point project report or interview, and an end of project report or interview with the organization. At the end of the grant cycle, Washington County will host a CHIP Grant Celebration to honor the work accomplished through the CHIP grants, and develop a brief report highlighting project outcomes, successes and lessons learned.

## **SCOPE OF SERVICES**

Washington County is seeking proposals for projects that address community health improvement priorities and increase organizational capacity for using a racial equity lens and trauma-informed approaches to support community resilience and impact health equity.

## **PROPOSAL INSTRUCTIONS**

Your proposal will be submitted using the Smartsheet platform. [The application can be accessed here.](#) Please note that it is not possible to save a draft version of your application, and all questions will needed to be completed and submitted in one sitting. We recommend reviewing the application questions before-hand and drafting your responses using the application questions worksheet, and then copying and pasting your responses into the Smartsheet form when you are ready to submit your proposal.

There is a limited funding amount available of approximately \$175,000. Single organizations can apply for no more than \$35,000. Partnerships of two or more organizations can apply for no more than \$70,000 with a clear plan for collaboration. Due to the limited funding amount, the review committee will make decisions based on the number of applications and the resources available. The review

committee may make adjustments to the funding amount and provide an adjusted work plan to the applicant.

Each proposal should focus on building organizational capacity to improve health equity and support community resilience through the use of a racial equity lens and trauma informed principles AND one of the following:

1. Supports long-term (non-emergency) community healing and recovery from the COVID-19 pandemic. Proposal outlines how the project will assist those communities most impacted by COVID-19, including health, economic, and other impacts.
2. Clearly advances work in one of the CHIP health outcome priority areas:
  - a. Improve access to health care including primary care, behavioral health and oral health service.
  - b. Improve behavioral health outcomes including mental health, suicide and substance use.
  - c. Build systems to improve well-being.

See the list of resources for links to information that may be helpful.

Proposed work, including all programs and activities, must be implemented in Washington County.

### **COLLABORATIVE APPLICATIONS**

The County will accept collaborative applications for these funds. Collaborative applications must involve two or more organizations with a clear plan for collaboration. Partnerships of two or more organizations can apply for no more than \$70,000.

This year, we would like to encourage collaboration between partners representing different priority areas of our CHIP. To support this effort, collaborative applications should align with the goals and objectives of at least two of the CHIP committees. For reference, please see a brief description of each of the six CHIP committees below.

If you would be interested in learning about or being connected to community partners from one of the committees to explore the possibility of a collaborative application, please reach out to Alicia at [CHIP@co.washington.or.us](mailto:CHIP@co.washington.or.us)

#### **The Aging and Connection Committee**

The Aging and Connection Committee is focused on identifying, implementing and evaluating innovative strategies to prevent and address loneliness and isolation in Washington County. This committee works to strengthen our community by cultivating a culture of collaboration, innovation and inclusion that supports belonging and connection throughout the aging process.

Goal: To strengthen our community by cultivating a culture of collaboration, innovation and inclusion that supports belonging and connection throughout the aging process.

Objectives:

- Increase awareness of the impact that loneliness and isolation have on the health of older adults in our community through community presentations, development and distribution of health literacy materials, and professional trainings.
- Increase opportunity for intentional community-based social connection for vulnerable and high-risk older adults through collaboration and development of formal programs and services.
- Strengthen natural systems of support through older adult training programs such as creative engagement, facilitation skills, allyship classes, communication, conflict resolution and peer mentorship.

**The Suicide Prevention Council (SPC)**

The SPC implements work from the National Strategy for Suicide Prevention, with the goal of preventing suicide in Washington County. The vision of the council is “Zero is possible” in alignment with the national Zero Suicide approach. The objectives are focused on integrating and coordinating suicide prevention activities across multiple sectors, reducing access to lethal means, promoting suicide prevention as a core component of health care services, and evaluating the impact and effectiveness of suicide prevention interventions. The council reviews local suicide fatality data to monitor and inform prevention efforts, and aims to expand the work it does with culturally and linguistically distinct communities in the county.

Goal: Decrease the overall suicide rate in Washington County by 10% between 2018 and 2023 to a rate of 9.4 per 100,000 people.

Objectives:

- Integrate and coordinate suicide prevention activities across multiple sectors and settings.
- Promote efforts to reduce access to lethal means of suicide among individuals with identified suicide risks.
- Increase knowledge and outreach resources to high risk groups including veterans and LGBTQ youth and older adults experiencing isolation.
- Develop, implement and monitor effective programs that promote wellness and prevent suicide and related behaviors.
- Promote suicide prevention as a core component of health care services.
- Evaluate the impact and effectiveness of suicide prevention interventions and systems and synthesize and disseminate findings.

- Expand training and program outreach activities by the SPC and county Suicide Prevention Program to culturally or linguistically distinct communities in the county.

### **The Access to Care Committee**

The Access to Care Committee is focused on improving access to health care through an approach to identifying and addressing barriers that is coordinated and sustainable. The committee focuses on equity through cultural responsiveness, person-centered programs, holistic approaches, and developing programs that are focused on addressing health inequities and disparities.

Goal: Improve access to and utilization of primary care, mental and behavioral health services and oral health services.

Objectives:

- Ensure access to and utilization of reproductive and sexual health care for all people in Washington County by coordinating activities, resources and services.
- Improve oral health access through patient education, referral coordination, closed loop referrals and community partner collaboration.
- Improve access to harm reduction services, a key access touchpoint, to improve access to health care needs related to drug use, including mental health, sexual health and communicable disease like HIV/STIs and hepatitis.
- Increase capacity for traditional health workers (including community health workers and behavioral health specialists) in Washington County and coordinate with regional efforts.
- Increase access to primary care services in partnership with supportive housing units and community organizations.

### **The Healthy Communities Committee and Food Equity Work**

The Healthy Communities Committee has shifted into a body of work that is focused on addressing equitable food access in Washington County. Currently this committee is focused on creating a more equitable food system by supporting community-based organizations engaged in food access work, and developing policy recommendations to expand access to culturally relevant food resources for communities of color, immigrants, refugees, and those most impacted by food, climate, and resource insecurity.

### **The Youth Substance Use Prevention Collaborative (SUP)**

SUP focuses on reducing youth use of alcohol, cannabis, tobacco, other drugs, and problem gambling, through policy and environmental change, community education and collaboration. SUP strives to empower youth and young adults to make safe, healthy, and legal choices.

Goal: Develop policies, systems and environments that promote healthy, substance-free youth.

Objectives:

- Review local school district, County, state, and federal policies relating to substance use
- Develop and disseminate evidence-based policy and prevention tools/resources
- Increase youth and family resiliency.
- Assess community readiness and promote social norms to reduce youth substance use.
- Leverage community partnerships to reduce youth access to substances, such as through social hosting.

### **Adverse Childhood Experiences (ACEs) Committee**

The ACEs Committee focuses on disrupting and preventing adverse childhood experiences (ACEs) by shifting the status quo to improve a culture of mutual respect, coordination, and a comprehensive array of supports that are continuously funded, culturally responsive, and community-centered.

Vision: No one in Washington County experiences preventable childhood trauma.

Goal: Develop, integrate, and sustain equitable supports that build resilience by protecting against and preventing exposure to adverse childhood experiences

Goal: By 2032, the ACEs Collaborative commits that every community member in Washington County has equitable, lifelong access to supports that build resilience by preventing and treating exposure to adverse childhood experiences.

- Political Will & Funding - Policy makers allocate adequate, stable, braided, flexible and long-term funding to strengthen a continuum of prevention and treatment supports that meets diverse needs across the county. Resource allocation incentives organizations to collaborate rather than compete.
- No Wrong Door – Services are open to anyone and are coordinated across organizations to ensure community members never experience a “wrong door”.
- Demand for Support Met - Support for community members is coordinated across organizations. Resources move freely between and across organizations to meet the demand for support.
- Culturally and Trauma Informed Supports - All organizations offer supports build resilience, center equity, and utilize trauma-informed practices.
- Diverse Workforce - A robust pipeline for living wage employment exists to ensure support are delivered by those who reflect the cultural diversity and experiences of community members. Organizations’ cultures and employment practices are culturally responsive to meet the needs of a diverse workforce.
- Community at the Helm - People are recognized as experts of their own experiences and are decision makers and co-designers of supports in a culturally sensitive process.

### **Requirements for Collaboratives:**

- Collaborative applications should address the goals or objectives of at least two of the current CHIP committees.
- Organizations should have a history of successful partnership(s).
- Names and roles of each agency should be clearly identified in the application.
- Funding distribution plan must be identified.
- Every agency in the collaboration should meet the grant requirements as described in this NOFO.

For collaborative proposals, one organization will serve as the primary applicant; that organization will distribute funds to collaborative agencies.

If funded, MOUs (Memorandums of Understanding) will need to be developed between the organizations involved in the project.

If insurance is required, each applicant will be responsible for obtaining their own insurance policy. One insurance policy for the collaborative will not be accepted.

### **APPLICATION**

The application is available [here](#).

### **SUBMITTAL INFORMATION**

Applications and a completed budget template and Certification and Contract Offer Form (see Appendix A of this document) must be submitted via the [Smartsheets form that can be found here](#) on March 17th at 3 p.m. **if you have any questions, please contact Alicia at [CHIP@co.washington.or.us](mailto:CHIP@co.washington.or.us)**

Please note that you will not be able to save a draft version of your application in the Smartsheets platform, and will have to complete all questions and submit the form all at once. We recommend using the application questions worksheet to complete your responses before-hand, and then copy and paste your responses into the form when you are ready to submit.

It is the sole responsibility of the applicant to ensure applications are received by the due date and time.

### **REVIEW PROCESS**

A panel of Washington County staff and community partners will review applications using the following criteria. The review committee will also incorporate an equity lens by using Washington County's [equity tool](#) in its review process.

Proposals must be focused on the Washington County geographic area.

<b>Evaluation Criteria:</b>	<b>Points</b>
• Purpose and alignment	40
• Project design	30
• Evaluation plan, timeline and budget	20
• Qualifications of applicant or organizations involved	10
<b>Total:</b>	<b>100</b>

**Criteria Definitions:**

**1. Purpose and Alignment (40 points):**

- A. Proposal focuses on one of the following;
  - 1. Supports long-term (non-emergency) community healing and recovery from the COVID-19 pandemic. Proposal outlines how the project will assist those communities most impacted by COVID-19, including health, economic and other impacts.
  - or-**
  - 2. Clearly advances work in one of the CHIP health outcome priority areas:
    - i. Improve access to health care including primary care, behavioral health and oral health services.
    - ii. Improve behavioral health outcomes including mental health, suicide and substance use.
    - iii. Build systems to improve well-being.

Please note that collaborative applications should also

- B. Proposal supports and builds community resilience by creating and aiding the sustained ability of communities to withstand, adapt to and recover from adversity.
- C. Proposal clearly applies a racial equity lens and trauma-informed principles by:
  - 1. Developing a project that is informed by an understanding of how race predicts privilege and creates and perpetuates systems of harm and exclusion and works to counter and correct racist systems and structures.
  - 2. Developing a project that uses trauma-informed principles and demonstrates new or enhancement of current trauma-informed organizational approaches and considerations including safety, trustworthiness and transparency, peer support, collaboration and mutuality, empowerment and recognition of cultural and historical issues.
- D. Proposal also addresses the following:
  - 1. Impact: Demonstrates a significant impact to the organization or organizational systems related to trauma-informed care, community resilience and equity practices; Focuses on achieving health equity and addressing health disparities; Number of people impacted or reached.



2. Equity practices: Demonstrates new or enhancement of current organizational equity approaches and approach to project includes equity considerations including decision-making, inclusion and engagement, cultural humility and responsiveness, and collaboration.
3. Innovative or best/promising practice: Proposal is either an innovative approach or replication of evidence-based or promising practice.
4. Sustainability: Proposal speaks to how the impacts of the project will be sustained beyond the grant funding period.

**2. Project Design (30 points):**

- A. Project narrative clearly shows ability to complete project by grant fund deadline (see information below).
- B. Proposal includes engagement with one or more community partners or stakeholders.
- C. Proposal clearly identifies how the need for the project was identified.

**3. Evaluation Plan, Timeline and Budget (20 points):**

- A. Proposal includes specific and measurable goals.
- B. Proposal includes completed work plan, timeline and budget.

**4. Qualifications of Applicant (10 points):**

- A. Proposal is likely to be successful based on skills and experience of the applicant organization(s).

**TIMELINE**

Projects will have a start date on or after July 1, 2023, and will be completed by June 30, 2024. Following is a timeline of the grant process.

EVENT	DATE
Grant application opened	Tuesday, February 13, 2023
Informational session via Zoom	Monday, February 27, 2023, 10-11 a.m.
Grant applications due	Friday, March 17th, 2023, 3 p.m.
Grantee application acceptance notification	Week of April 24, 2023
Grant project begins	Executed Contract Date Pending no delays this will be July 1, 2023. Projects will start on or after July 1, 2023.
Mid-point project phone interview	October-December 2023
Notification if grantees anticipate unspent funds	March 2024
All activities and deliverables complete	June 30, 2024
ALL FUNDS MUST BE SPENT BY:	June 30, 2024

**ADDITIONAL SUPPORT AND OPTIONAL INFORMATION SESSION**

If you have any questions about the application process or the application itself, please do not hesitate to reach out so we can provide clarification. For additional support, please email questions to [CHIP@co.washington.or.us](mailto:CHIP@co.washington.or.us).

There will be an optional Zoom meeting on Tuesday, February 8, 2022 from 9-10 a.m. for any questions related to the grant. A list of questions and answers from this meeting will be posted to the Washington County HHS website following the call.

**Join Zoom Meeting Info:**

<https://us02web.zoom.us/j/86568537335?pwd=QnhQLzJ4U1psMks2ZFJ3UEJxNTNmZz09>

Meeting ID: 865 6853 7335

Passcode: 871622

**ADDITIONAL RESOURCES (OPTIONAL):**

- Washington County CHIP Equity and TIC Toolkit:  
<https://www.co.washington.or.us/HHS/chip.cfm>
  - Healthier Together Washington County  
[www.HealthierTogetherWashingtonCounty.com](http://www.HealthierTogetherWashingtonCounty.com)
  - Trauma Informed Oregon's Roadmap to Trauma Informed Care:  
<https://traumainformedoregon.org/roadmap-trauma-informed-care/>
  - SAMHSA's Trauma Informed Approaches:  
<https://www.samhsa.gov/nctic/trauma-interventions>
- Trauma Informed Systems (TIS) is an organizational change model developed by San Francisco Department of Public Health:  
<http://traumatransformed.org/communities-of-practice/trauma-informed-systems-tis/>  
<http://traumatransformed.org/wp-content/uploads/TIS-Principles-and-Competencies.pdf>
- Coalition of Communities of Color- Protocol for Culturally Responsive Organizations:  
<http://www.coalitioncommunitiescolor.org/research-and-publications/protocolfororgs>
- Coalition of Communities of Color-Leading With Race:  
<https://www.coalitioncommunitiescolor.org/leadingwithrace>
- Meyer Memorial Trust Diversity, Equity and Inclusion Tool:  
<https://mmt.org/news/understanding-meyers-dei-spectrum-tool>
- Center for Equity and Inclusion:  
<https://ceipdx.org/>

# GRANT CONTRACT REQUIREMENTS

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## **Grantee Eligibility**

In addition to the requirements listed above;

- Any public or private organization is eligible to submit a proposal.
- Applicants must be able to demonstrate expertise or experience in the provision of the proposed services.
- Applicants must comply with and submit Washington County's Certification & Contract Offer with their application.

## **Non-Supplant Clause**

- These funds must be used to supplement, not supplant organizational funds.
- Grantee must ensure that County provided funds do not replace (supplant) funds that have budgeted for the same purpose through non-federal sources.
- The applicant must certify that the funds, if awarded, will not supplant expenditures from other federal, state or local sources or funds independently generated by the grantee.

## **Contract Acceptance**

- The effective date of the grant contract is the date in which Washington County fully executes the grant contract and shall serve as the start date of the grant.
- No expenses may be accrued against the grant until the contract is fully executed. The contracting process can take up to six weeks from the date of the award notification letter.

## **Grant Disbursement**

- Grant disbursement will be determined before contract execution.
- The County may award one-time payments. The County may also award an initial start-up amount and then pay the remaining amount over predetermined installment amounts. The County's preference is quarterly billing, but County may determine monthly billing is necessary.
- The County may require any unspent funds over \$1.00 to be returned. This will be determined at the end of the contract if the agency still has unspent funds.

## **Reporting Requirements**

- Contractor will be required to track and report data in a format and timeline agreed upon between Washington County and contractor.
- Grantee will be required to attend two interview sessions; one during the mid-point of the project and one final interview after the culmination of the project.
- Grantee will be required to submit one final report that will include, among other things, an accounting of expenditures and a description of project achievements. Additional reports may be requested.

### **Performance Requirements**

- The contractor must operate the program independently and not as an agent of Washington County.
- The contractor must comply with all applicable federal, state, local statutes and rules governing the operations of the program.
- The project must occur between contract start date and end date as determined in the contract.
- Participation in regular meetings with the County.
  - County and Grantee will determine an appropriate meeting schedule for each award. Non-compliance with the meeting schedule proposed after award is made can result in forfeiture of award and a return of all award funds.

### **Changes to Budget After Award Notification**

Expenses must follow the approved budget from the application. Transfers between expense categories may be made by the contractor except in the following instances, when a budget revision will be required:

- If a transfer would result in or reflect a significant change in the character or scope of the program.
- If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.
- Expense transfers between budget categories of more than 10%.

All budget line item transfers must be pre-approved by the Contract Administrator.

### **Allowable Expenses**

Funds may be used for the following types of expenses, provided they are directly attributable to the project:

- Consultants
- Stipends
- Supplies
- Travel
- Other direct project expenses
- Development of educational materials or resources
- Indirect costs (up to 10% of total budget)
- Equipment
  - Small business equipment may be allowed. All equipment purchases must be pre-approved by the County before purchase and final ownership of the equipment will be decided between the County and the Grantee at time of funds disbursement.

Funds may **not** be used for the following purposes:

- Clinical services or patient care costs
- Over 10% of indirect costs

- Education via mass media (e.g., television, radio, newspapers, billboards), health fairs and material distribution. These methods may be used to promote individual projects.
- Construction or renovation of facilities
- Political campaigns or lobbying
- General operating funds
- Debt reduction
- Fundraising (e.g., endowments, annual campaigns, capital campaigns, employee matching gifts, events)
- Event sponsorships
- Projects completed before the date of grant approval
- Land acquisition
- Project-related investments/loans
- Scholarships
- Thermography
- Unapproved Equipment

Failure to mention a particular item of cost is not intended to imply that it is either allowable or unallowable; rather, determination as to allowability in each case will be determined by the County.

#### **Forfeiture of Funds**

- The responder will be expected to use the money as outlined in their proposal and as agreed to by Washington County. Funds used inappropriately will trigger a forfeit of award and all awarded funds may be returned. The County is the sole determinate for proper use of awarded funds.

#### **Insurance Requirements:**

- Insurance requirements are provided for reference. Applicants can request modifications to insurance requirements.
- Minimum standards of insurance may be required as per County policy.
- Grantee may be required to purchase a minimum insurance policy to meet County standards.
- Applicants may submit a copy of their current insurance coverage.

#### **Decision Inquiries**

- All requests for information regarding the County's decision as to grant awards must be made in writing within seven days of award notice.
- All requests will be sent in writing to:

Washington County CHIP Grant Opportunity  
Washington County Purchasing Division  
ATTN: Purchasing Manager  
155 North First Ave., Suite 270, MS 28, Hillsboro, Oregon 97124  
(Or email: [WCPurchasing@co.washington.or.us](mailto:WCPurchasing@co.washington.or.us))

# APPENDIX A: RETURN FORMS

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*THE FOLLOWING FORMS MUST BE RETURNED WITH ALL GRANT APPLICATIONS*

## CERTIFICATION AND CONTRACT OFFER

The undersigned after having carefully examined the Notice of Funding Opportunity, the Grant Requirements, and all other related material and information, agrees to comply with the terms set forth in those documents and to furnish the services described at the rates proposed.

The responder hereby certifies that they have complied with the tax laws of Oregon and all political subdivision of the State of Oregon, including ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.

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

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

The proposer will provide immediate written notice to the County if at any time prior to contract award, the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Where proposer is unable to certify to any of the statements in this certification, proposer shall attach an explanation to this offer. A certification that any of the items in the above paragraphs exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the proposer's responsibility.

The proposer has carefully examined all of the grant documents and addenda (if any) numbered \_\_\_\_\_ through \_\_\_\_\_ inclusive.

SIGNATURE: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

## Project Budget Template

Please complete project budget template and submit with application.

<b>EXPENSE</b>	<b>DESCRIPTION OR EXPLANATION</b>	<b>COST</b>
Personnel (staffing, salary, benefits)		
Contractors (trainers, consultants)		
Stipends		
Materials and Supplies		
Travel		
Indirect/ Administrative (10% or under of total)		
Other		
	TOTAL	



# APPENDIX B: STANDARD INSURANCE REQUIREMENTS

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*ACTUAL REQUIREMENTS MAY CHANGE DEPENDING ON THE SCOPE OF WORK*

## MINIMUM STANDARD INSURANCE REQUIREMENTS

The following minimum insurance will be required of the successful responder(s). It is strongly advised that responders give this information to their insurance agent to verify that all requirements can be met. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.

1. **COMMERCIAL GENERAL LIABILITY INSURANCE.** The policy shall name Washington County, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED by separate endorsement.** This insurance shall include contractual liability coverage for the indemnity provided under this contract.  
 Not required.  
 **COMMERCIAL GENERAL LIABILITY INSURANCE** with limits of not less than:  \$500,000/\$1,000,000,  \$1,000,000/\$2,000,000,  \$2,000,000/\$4,000,000 or  Other: \$\_\_\_\_\_ each occurrence/aggregate for Bodily Injury and Property Damage.
2. **AUTOMOBILE LIABILITY INSURANCE.** The policy will include coverage protecting Washington County during the term of this contract.  
 Not required.  
 **AUTOMOBILE LIABILITY INSURANCE** with a combined single limit, or the equivalent of not less than:  \$1,000,000, or  \$2,000,000 each accident for Bodily Injury and Property Damage for Contractor's vehicles whether owned, hired, or non-owned.  
 No requirement in excess of that required under state law.
3. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
4. **OTHER COVERAGE REQUIRED**  
 POLLUTION OR  ASBESTOS LIABILITY INSURANCE with limits of not less than \$1 million each occurrence (or each claim if coverage is afforded on a claims made basis) and \$1 million in the annual aggregate to cover damages due to Bodily Injury, Property Damage and Environmental Damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs.  
 EMPLOYEE DISHONESTY AND MONEY AND SECURITIES with a limit of not less than \$\_\_\_\_\_ to cover Theft, Disappearance and Destruction of County cash or negotiable securities in the care, custody or control of the contractor  
 OTHER (describe coverage and limits):

A copy of the policy or Certificate of Insurance and endorsements, where required, acceptable to the COUNTY for each policy required above shall be filed with the COUNTY prior to the effective date of any contract entered into between COUNTY and responder.

# APPENDIX C: SAMPLE CONTRACT

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*IF THE AMOUNT AWARDED IS UNDER \$25,000 THE FOLLOWING CONTRACT MAY APPLY. FOR A SAMPLE CONTRACT FOR AMOUNTS AWARDED OVER \$25,000 PLEASE REACH OUT TO CONTACT LISTED ON TITLE PAGE*



**PERSONAL / PROFESSIONAL SERVICES CONTRACT**

This contract is between Washington County, a political subdivision of the State of Oregon (“County”), and, \_\_\_\_\_, (Contractor) *(This name must appear on invoices in order to receive payment and must match the name provided on the IRS W-9 form.)*

Whereas County has need of the services which Contractor has agreed to provide; now therefore, in consideration of the sum not to exceed \$ \_\_\_\_\_ to be paid to Contractor by County. Contractor shall be liable for all costs in excess of this amount. This contract cannot be amended.

Contractor agrees to perform between date of execution and \_\_\_\_\_ inclusive, the specific personal and/or professional services described in Attachment A.

If checked, Attachment C – Modifications to Standard Insurance Requirements is incorporated into and made a part of this contract.

1. **WHOLE AGREEMENT.** This contract is the complete and exclusive statement of the contract between the parties relevant to the purpose described and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this contract.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this contract shall be served by U.S. Mail on the signatories listed.
3. **GOVERING LAW/VENUE/ATTORNEY FEES/WAIVER.** The laws of the State of Oregon shall govern this contract. Any action commenced in connection with this contract shall be in the Circuit Court of Washington County or the United States District Court for the District of Oregon. Each party shall be responsible for its own costs and attorney fees for any claim, action, suit or proceeding, including any appeal. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the COUNTY according to law.
4. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through ORS 279C.870 are incorporated herein to the extent applicable to personal/professional service contracts.
5. **SEVERABILITY.** If any provision of this contract as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this contract or the validity or enforceability of the contract.
6. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this contract, is acting as an “independent contractor” and is not an employee of County, and as such 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.
7. **INDEMNIFICATION.** Contractor shall defend, indemnify and hold harmless, County, its agents, officers, elected officials, and employees from and against any and all claims, demands and judgments (including attorney fees) made or recovered against them arising out of or resulting from Contractor’s, including its employees, agents and subcontractor’s negligent performance or willful misconduct or failure to perform the obligations of this contract.
8. **INSURANCE.** The Contractor shall provide insurance coverage at the limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by

the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers' Compensation and Automobile Liability coverage.

(a) Workers' Compensation: Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. Unless otherwise exempt, Contractor shall provide the County with certification of Workers' Compensation Insurance, with employer's liability with limits not less than \$500,000/ \$500,000/ \$500,000.

(b) Commercial general liability insurance covering Bodily Injury, Property Damage, and Personal Injury for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project. This insurance shall include contractual liability coverage for the indemnity provided under this contract, and

(c) Automobile liability insurance with combined single limit coverage of not less than \$1,000,000 per accident for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees; and

(d) Professional Liability/Errors and Omissions Insurance with limits not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by Washington County prior to the commencement of the Work.

In addition, all such insurance, with the exception of Professional Liability and Workers' Compensation, shall name Washington County, its agents, officers, elected officials and employees as an Additional Insured by separate endorsement. A copy of the **Additional Insured policy endorsement and the certificate of insurance** acceptable to the County shall be submitted to the County.

9. **NONDISCRIMINATION.** No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect of the contract and shall be grounds for cancellation, termination, or suspension in whole or in part by the County.
10. **TERMINATION.** This contract may be terminated under the following conditions: a) by written mutual agreement of both parties, b) upon fifteen (15) **calendar** days' written notice by either party to the other of intent to terminate for convenience, or c) immediately on breach of the contract.
11. **REMEDIES.** The consequences of Contractor's failure to perform the scope of work, perform in a timely manner, or to meet the performance standards established by this contract may include, but are not limited to: a) reducing or withholding payment, b) requiring Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards, and/or 3) declaring default, terminating the contract and seeking damages and other relief available under the terms of the contract or applicable law.
12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this contract may be contracted or assigned to any other individual, firm or entity without the prior written notice to the County. The County shall have 10 working days to object.
13. **SURVIVAL.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
14. **FUNDING.** In the event the County Board of Commissioners reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, or the source of funding for this contract is reduced, the Contractor agrees to abide by any County decision regarding this contract including, but not limited to, reducing the scope of services of this contract and a commensurate reduction in payment, or termination of service.
15. **STANDARD OF SERVICES/WARRANTY/TIME OF ESSENCE.** Unless the Contractor is providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services, as defined in ORS 279C.100, the Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services. Time is of the essence in Contractor's performance of every obligation and duty under this contract.
16. **OWNERSHIP AND USE OF DOCUMENTS.** All documents or other material submitted to County by Contractor (work products) shall become the exclusive property of County. All material prepared by Contractor under this contract may be subject to disclosure under Oregon's Public Records Laws. If any of the work products contain intellectual property of the Contractor that is or could be protected under state or federal copyright, patent, or trademark laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part for County business.
17. **CERTIFICATIONS.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4). Contractor also certifies that it is not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of



## **ATTACHMENT A:**

### **Statement of Work/Schedule/Payment Terms**

*Scope of work will be included in attachment A for funded projects*