PORTLAND STATE UNIVERSITY REQUEST FOR QUOTATION #22017 – Family Connections Oregon (FCO) Facilitation

Portland State University (PSU) Purchasing Rules, Policies and Guidelines allows PSU departments to use an "Informal Procurement Process" for all purchases of supplies, equipment, and trade and professional services where the estimated cost exceeds \$25,000 but does not exceed \$100,000. The Informal Procurement Process is the solicitation of a minimum of three competitive quotes. Solicitation shall be accomplished by advertisement on the OUS Procurement Website making a request for vendors to provide a quote. A clearly documented record must be kept per the State of Oregon's records retention rules, showing the organizations contacted, their responses including quote amounts, the basis for selection, evaluation results, and any other pertinent information to the solicitation.

The posting of solicitation on the OUS Procurement Website shall serve as the primary solicitation requirements document which in conjunction with the organizations' written responses and proposals and/or quotes shall satisfy the "clearly documented record" requirement described above. Additionally, depending on the nature of the scope of work of the project and other specific project details, there may be other documented "pertinent information" required to ensure a complete and clearly documented record for the informal solicitation.

<u>Important Note:</u> For the purposes of this RFQ, the term "Contractor" means and refers to the experienced human services provider needed to implement the Family Connections Oregon practice model.

PORTLAND STATE UNIVERSITY SHALL CONSIDER ORGANIZATION QUOTES RECEIVED AS VALID FOR ONE HUNDRED TWENTY (120) DAYS.

RFQ ISSUE DATE:

April 12, 2013

RESPONSE DATE:

To be considered for selection, quotations must arrive at Portland State University, Child Welfare Partnership, by 3 p.m. local time, **April 26, 2013**. Please mail or email your quotation to the contact information listed below. No other responses will be accepted. The contact information for the Child Welfare Partnership is:

Only mail or email responses will be accepted:

Attention: Kellie Herold Email: kellieh@pdx.edu Portland State University

Child Welfare Partnership / Family Connections Oregon

PO Box 751, Mailcode: CWP Portland, OR 97207-0751

Contact phone number: 503-725-8539

Emailed quotes shall include the name, title and contact information of the primary contact who prepared the quote. If you choose to mail your quotation, please allow extra days for the University's campus mail system to deliver your quotation.

Emerging Small Businesses and Minority and Women Owned Businesses

PSU is committed to increasing opportunities for Emerging Small Businesses and Minority and Women Owned Businesses. PSU strongly encourages its contractors to use these businesses in providing services and materials for PSU contracts and projects.

PSU promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status

OVERVIEW:

Portland State University seeks an experienced human service provider to test the impact of an intervention designed to access and engage family connections for youth at risk of long stays in foster care. The provider will work closely with Oregon Department of Human Services (DHS) by finding family members, and preparing for and facilitating family group conferences designed to create a plan for specific children early in their experience with child welfare. The work is funded through a grant from the Children's Bureau and there is a significant evaluation component.

Douglas County Applicants:

The provider must have demonstrated clinical experience with children in the care of child welfare and their families. They must have demonstrated the ability to engage families respectfully and effectively, building on strengths and understanding how to offer trauma-informed services, while also collaborating effectively with DHS. The expectation is that the provider will serve:

- An estimated 5 families by September 30th
- At least 15 families, between October 1, 2013 and September 30, 2014
- At least 15 families, between October 1, 2014 and September 30, 2015

The total compensation for Douglas County provider is \$15,000 for the first year.

Note: funding in year 2 and year 3 may be available, contingent on continued federal and state funding. The amount available is \$37,500 per each successive year, for a total of \$90,000 over the course of the anticipated three years of the project.

Multnomah Co Applicants:

The provider must have demonstrated family engagement and clinical experience with African American families in Multnomah County. The provider must have demonstrated the ability to engage families respectfully and effectively, building on strengths and offering trauma-informed services, while also collaborating effectively with DHS.

- Between 5 and 10 families by September 30, 2013
- At least 30 families, between October 1, 2013 and September 30, 2014
- At least 30 families, between October 1, 2014 and September 30, 2015

The total compensation for the Multnomah County provider is \$25,000 the first year.

Note: Funding in year 2 and year 3 may be available, contingent on continued federal and state funding. The amount available is \$77,500 per each successive year, for a total of \$180,000 over the anticipated three years of the project.

CONTRACT TERM:

The term for the contract awarded pursuant to this RFQ solicitation shall be for a period effective from the date of contract execution and extending until September 30, 2013. It is anticipated the contract will be renewed in one year terms (October 1, 2013 – September 30, 2014 and October 1, 2014- September 30, 2015), at the sole discretion of PSU. Total cost may not exceed \$25,000 for this contract for Year 1. PSU, at its sole discretion, may choose to amend any ensuing contract.

SCOPE OF WORK:

The purpose of this RFQ is to retain an experienced human service provider who will provide the following <u>deliverables</u>:

- Participate in initial and ongoing training and coaching to assure fidelity to the Family Connections Oregon (FCO) model (dates to be mutually determined.)
- 2. Work effectively and collaboratively with DHS as the referring agency. This will require co-location of the FCO Facilitator in the DHS branch, integration with the DHS child welfare team, and participation in relevant meetings at the local site.
- 3. Develop and sustain collaborative relationships with families, community partners, and other child and family serving system providers.
- 4. Provide the following services to child welfare involved families referred through the project:
 - a. Use established family finding approaches per project model to assure the widest possible number of family members available to support child safety and well-being.
 - b. Conduct a family group conference following the project model, which includes extensive preparation and private family time to engage a wide number of family members in planning for the child(ren)s safety, permanence, and well-being. This includes the completion of a thorough "Strengths, Needs & Culture Assessment" and an initial trauma screening.
 - c. Provide a follow up Family Group Conference if indicated.

[For more detail on the model see ATTACHMENT A: Family Connections Oregon - Model Overview]

- 5. The FCO model is being tested using a rigorous research design (randomized control trial) and has a significant evaluation component. The Facilitator will be required to carry out multiple evaluation activities including identifying and randomly assigning cases for service; completing fidelity tools and other assessments; explaining the evaluation component of the project to families and encouraging their participation; and working in collaboration with PSU's evaluation team.
- 6. Participate in the Local Advisory Committee, the FCO Statewide Task Force and relevant FCO project meetings upon request.

Program Description: FAMILY CONNECTIONS OREGON

The Vision of Family Connections Oregon is that every child who comes to the attention of child welfare be connected, healed, and safe within the context of lifelong family and cultural ties.

Oregon's Child Welfare System has been a national leader reflecting family values in many important practice innovations. For example, Oregon was a leader in developing Family Team Meeting practice, and one of the first states to pass legislation requiring family team meetings be considered for children in state custody. In addition, over the past five years child welfare community partners in several counties have implemented Family Find, an innovative approach to seek out and engage healthy extended family connections for children in care.

Though these and many other models have been available when grant or special initiative funds existed to support them, they have not been routinely available for every child in care. With this grant, DHS hopes to assure sustainability and consistent availability of these services in two ways – by building evidence, and addressing infrastructure.

The Goal of Family Connections Oregon is to demonstrate the effectiveness of combined family find and family team meetings while addressing infrastructure barriers and installing supports for implementation and sustainability statewide.

At the case level, Family Connections Oregon will support a combination of family find and family team meetings for families early in their encounter with the agency in three distinct Oregon counties (Douglas, Lane, and Multnomah with a focus on African American families). The Child Welfare Partnership will provide staff development, consultation and evaluation for the project, as well as convening local and statewide task force groups.

At the systems level, the statewide task force will identify barriers and solutions to successfully implement the fiscal strategies, workforce strategies, and caseworker skills needed for statewide sustainable practice. Together we will work to make sure that every child in the care of the state of Oregon is returned as soon as possible to safe and loving families.

Objectives of Family Connections Oregon:

- 1. Empirically informed approach to systems change for full implementation and sustainability of a combined model of family find and family team meetings throughout the State of Oregon.
- 2. Implementation of combined models in demonstration sites 1) Lane County (medium sized); 2) Douglas County (rural); and 3) Multnomah County/focus on African American families (urban). Each county will have a local advisory committee to help position the model within community, court, and agency providers; and will convey barriers to state task force. Lessons learned from each county will be 'fed up' to the Infrastructure Task force.
- 3. Research and Evaluation to inform practice locally and nationally. Research findings will be provided in feedback loops to decision makers, not held back until the end of the project.
- 4. Dissemination that makes a difference. Project findings and success stories shared with media, legislative allies, and field staff; also incorporated into training and coursework.
- 5. Project Management that reflects the values of family connections. Including statewide task force, with strong family voice and leadership; local collaborative advisory committees with family voice as well as provider and agency voice; and project managed by a child welfare training and research partnership that has a history of success.

PAYMENT/INVOICING:

Payment of Contractor's invoices by PSU is normally made within 30-45 days of receipt of complete and accurate invoices. The Contractor Organization is responsible for ensuring that each invoice clearly references the associated PSU award and that all items on the invoice match those listed in the Contractor's quote. PSU will not be responsible for paying any invoices that are not complete and accurate. Contractor Organization's terms may not require payment in less than 30 days after receipt of invoice by PSU. Any late payment or delinquency fees shall be in accordance with ORS 293.462.

QUOTATION EVALUATION:

- In your quotation, please specify the county where you would deliver the services (Douglas or Multnomah).
- 2. Describe your successful experience offering family engagement and meeting facilitation or related services to DHS child welfare client families.

- 3. Provide a detailed summary of the specific qualifications of the staff member to be assigned to this project, demonstrating their experience with finding and engaging families and/or providing supportive case management services for child welfare involved children.
 [See ATTACHMENT B: FCO Coordinator Core Competencies]
- 4. Provide a budget showing how you will be able to provide services to the corresponding number of families for your county (as outlined in the Overview on page two) over the course of 2 ½ project years with the funds provided.
- 5. Provide a minimum of three (3) business references that can attest to your experience meeting goals similar to this RFQ's Scope of Work. At least one reference must be from the local DHS child welfare office, providing evidence of collaborative working relationship.
- 6. Contact information must include name, institution, phone number, and email address.

AWARD:

The contractors shall be selected based upon quote evaluation criteria with consideration of experience, qualifications, and cost. PSU reserves the right not to award this contract to any of the respondents if it is in the best interest of PSU to do so.

PUBLIC RECORDS:

This RFQ and one copy of each original quote received in response to it, together with copies of all documents pertaining to the Award of a Contract, shall be kept by PSU and shall be open to public inspection. If a quote contains any information that is considered a trade secret by the Contractor under ORS 192.501(2), each sheet of such information must be clearly marked with the following:

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law, ORS 192.501(2), exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "unless the public interest requires disclosure in the particular instance." Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

Pricing information cannot be labeled a trade secret and must be open to public inspection. Contractors are requested to mark only specific pages or text in their quote considered a "trade secret" under Public Records Law. Quotes in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" will be rejected.

CHANGES AFTER AWARD/ACCEPTANCE OF QUOTE:

After award or acceptance of organization's quote, any changes in the Scope of Work, or additional work otherwise unforeseen at the time of preparation of this solicitation document and subsequent award, shall be addressed in writing, signed by the parties.

BEST AND FINAL OFFER:

Pursuant to OAR 580-061-0155, PSU reserves the right to select the Contractor that, in the collective opinion of the evaluators, offers the best overall benefit, convenience, functionality and service at the best-value cost to PSU. In the event that finalist proposals do vary significantly, PSU reserves the right to conduct discussions with the finalist quoters, to accept best and final offers from those organizations, and to negotiate changes, if it's in PSU's best interest to do so.

OTHER TERMS AND CONDITIONS:

In addition to all of the requirements above, Contractor shall comply with Portland State University's Standard Contract Terms & Conditions, incorporated within this document (see below).

<u>Important Note:</u> For the purposes of this RFQ, the term "Contractor" means and refers to the experienced human services provider needed to implement the Family Connections Oregon practice model.

PSU STANDARD CONTRACT TERMS & CONDITIONS

(The following terms and conditions will govern the agreement entered into by Contractor and PSU, resulting from this RFQ.)

1. DEFINITIONS:

"Agreement" or "Contract" means the entire written agreement between the parties, including but not limited to any Work Order and any subsequent change notices. "Contractor" means a person or organization with whom PSU has contracted for the purchase of goods or services. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous. "ORS" means Oregon Revised Statutes. "PSU" means the State Board of Higher Education acting by and through Portland State University and is synonymous with "Buyer".

2. ACCESS TO RECORDS:

Contractor shall maintain all records pertinent to this agreement in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that PSU, the Oregon Secretary of State's Office, federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, paper, plans and writings of Contractor that are pertinent to this Agreement to perform examination and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or relating to this agreement, whichever date is later.

3. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of PSU.

4. APPROVALS:

No work shall commence under this agreement until the agreement has been approved and signed by all parties.

5. ASSIGNMENT/SUBCONTRACT:

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of PSU. No such written approval shall relieve Contractor of any obligations of this agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the agreement as if no such assignment had occurred.

6. BREACH OF AGREEMENT:

If Contractor breaches any of the provisions of this agreement, PSU reserves the right to cancel this agreement effective immediately upon written notice to Contractor. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. PSU shall also have any and all remedies provided

under the Uniform Commercial Code (ORS chapter 72) in the event of breach of agreement by Contractor.

7. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.

8. CASH DISCOUNT:

If PSU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

9. COMPLIANCE WITH APPLICABLE LAW:

Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the goods to be purchased and the work to be done under this Agreement. Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to the laws. Failure to comply with such requirements shall constitute a breach of Agreement and shall be grounds for agreement cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.

10. CONFIDENTIAL INFORMATION:

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this contract, be exposed to or acquire information that is confidential to PSU or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this contract shall be deemed confidential information of PSU and of State ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this contract, or at PSU's request, Contractor will turn over to PSU all documents, papers and other material in Contractor's possession which contain Confidential Information.

11. CONFLICT OF INTEREST:

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed by Contractor.

12. CONSIDERATION:

The consideration paid in this agreement represents the total amount of remuneration for goods and services.

13. DEFAULT:

PSU by written notice of default (including breach of agreement) to Contractor may terminate the whole or any part of this Agreement: (a) If Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or (b) If Contractor no longer holds a license or certificate that is required for Contractor to perform services under the contract, and Contractor has not obtained such license or certificate within ten (10) business days after delivery of PSU's notice; or (c) If Contractor fails to provide services or materials called for by this agreement within

the time specified herein or any extension thereof; or (d) If Contractor fails to perform any of the other provisions of this Agreement or fails to pursue the work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from PSU, fails to correct such failures within 10 days or such longer period as PSU may authorize. The rights and remedies of PSU provided in the above clause related to defaults (including breach of agreement) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to possible disqualification as a bidder on future PSU contracts.

14. DELIVERY:

All deliveries shall be F.O.B. destinations with all transportation and handling charges being paid by Contractor. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance, when responsibility shall pass to PSU except as to latent defects, fraud and Contractor's warranty obligations.

15. ECONOMIC OPPORTUNITIES:

Contractor shall, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the agreement from minority, women, or emerging small business enterprises.

16. FORCE MAJEURE:

Neither party to this agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. PSU may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this agreement.

17. FOREIGN CONTRACTOR:

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required relative to this agreement. Contractor shall demonstrate its legal capacity to perform under this agreement in the State of Oregon prior to entering into this agreement.

18. GOVERNING LAW:

This agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "claim") between PSU and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. INDEMNIFICATION:

Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this Agreement, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend (at PSU's request and with legal counsel acceptable to PSU), indemnify, and hold harmless the Oregon University System, the State Board of Higher Education, PSU, and their departments, subdivisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out

of, or relating to the activities or omissions of Contractor or its officers, employees, subcontractors, or agents acting under this agreement.

20. HOURS OF WORK:

The Contractor shall comply with the Oregon Bureau of Labor and Industries rules pertaining to hours of work.

21. INDEPENDENT CONTRACTOR:

The services to be rendered under this agreement are those of an independent Contractor. Contractor is not to be considered an agent or employee of PSU for any purpose and neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that PSU provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this agreement. This agreement is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between PSU and Contractor, but is rather an agreement between independent parties, these being PSU and the Contractor.

22. INSURANCE:

Contractor shall secure at its own expense and keep in effect during the term of this agreement either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and professional liability insurance with a minimum limit of \$1,000,000 per occurrence. Contractor shall secure any insurance required of providers serving DHS clients up to the torte liability level (\$1M per occurrence and \$2M aggregate for general liability insurance; \$1M per occurrence and \$1M aggregate for professional liability insurance). Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The Oregon State Board of Higher Education acting by and through Portland State University, and their officers and employees, shall be included as additional insured's in said insurance policy(ies). If any of the liability insurance is arranged on a "claims made" basis, tail coverage will be required at the completion of this agreement for duration of twenty-four (24) months.

23. INSURANCE CERTIFICATION:

Before Contractor commences work under this agreement, Contractor must furnish to the designated PSU Contracts Officer certificate(s) of insurance as evidence of the insurance coverage required by this Agreement, including workers' compensation. The certificate(s) shall provide that the insurance company will give a 30-day written notice to PSU's Contracts Officer before the insurance is canceled or materially changed.

24. OWNERSHIP OF WORK PRODUCT:

All work product of Contractor that results from this Contract ("Work Product") is the exclusive property of PSU. PSU and Contractor intend that such Work Product be deemed "work made for hire" of which institution shall be deemed the author. If for any reason the work product is not deemed "work made for hire", Contractor hereby irrevocably assigns to University all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as PSU may reasonably request in order to fully vest such rights in PSU. Contractor forever waives any and all rights relating to the work product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

25. NO THIRD PARTY BENEFICIARIES:

PSU and Contractor are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such

third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the agreement.

26. NONDISCRIMINATION:

Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

27. NOTICES AND REPRESENTATIVES:

All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their designated places of business as follows: a) to PSU at its Purchasing and Contracting Office, as set forth on Page 1 of the solicitation document, and b) to Contractor as set forth on the Bid or Proposal Statement. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when satisfactory receipt of the transmission is generated by the transmitting machine. To be effective against PSU, such facsimile transmission must be confirmed by telephone notice to PSU's contracting representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

28. PAYMENT:

Payment for completion of PSU contracts are normally made within 30 days following the date the entire order is delivered or the date the accurate and complete invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to two-thirds of one percent per month (8% per annum) on the outstanding balance per (ORS 293.462).

29. PAYMENTS REQUIRED:

For all goods and services provided under this agreement, Contractor shall: (a) pay promptly, as due, all persons supplying labor or material; (b) pay all contributions or amounts due the industrial accident insurance provider from the Contractor or any sub-contracted Contractor; (c) not permit any lien or claim to be filed or prosecuted against PSU therefore; and (d) pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

30. PSU PAYMENT OF CONTRACTOR CLAIMS:

If Contractor fails, neglects, or refuses to pay promptly, as due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods, or services if applicable, provided under this agreement, PSU may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this agreement. The payment of a claim by PSU pursuant to this paragraph shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

31. RECYCLED PRODUCTS:

Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this agreement work set forth in this document.

32. RETIREMENT SYSTEM STATUS:

Contractor is not a contributing member of the Oregon Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this contract. Contractor will not be eligible for any benefits from these contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

33. SAFETY AND HEALTH REQUIREMENTS:

Equipment and services supplied shall comply with all federal Occupational Safety and Health

Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Department.

34. SEVERABILITY:

If any provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

35. SUCCESSORS IN INTEREST:

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

36. TAX COMPLIANCE CERTIFICATION:

Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the Contractor's knowledge the Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

37. TAXES - FEDERAL, STATE & LOCAL:

PSU will not be responsible for any taxes coming due as a result of this contract, whether federal, state, or local. It is agreed that the Contractor has anticipated these taxes and included them in the proposal.

38. TERMINATION:

- a. This agreement may be terminated for convenience at any time by mutual consent of both parties, or by PSU upon thirty (30) days notice in writing and delivered by certified mail or in person to the other party.
- b. PSU may also terminate this agreement effective upon delivery of written notice to Contractor or at such later date as may be established by PSU under any of the following conditions:
 - i) if federal or state regulations or guidelines are modified or changed in such a way that the materials or services are no longer allowable or appropriate for purchase under this agreement; or,
 - ii) if PSU fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by the PSU budget or spending plan and PSU determines, in its assessment and ranking of the policy objectives explicit or implicit in the PSU budget or spending plan, that it is necessary to terminate this Agreement.
- c. The rights and remedies of PSU provided in the above clause are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

39. TIME IS OF THE ESSENCE:

Contractor agrees that time is of the essence under this agreement.

40. WORKERS' COMPENSATION:

Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017 which requires Contractor to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

41. MERGER:

This agreement and attached exhibits and appendices, the RFP, any RFP amendments and Contractor's proposal constitute the entire agreement between the parties on the subject matter

hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

42. WAIVER:

No waiver, consent, modification or change or terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary PSU approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of PSU to enforce any provision of this agreement shall not constitute a waiver by PSU of that or any other provision.

43. WARRANTIES:

Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied or expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this Contract. All warranties shall run to PSU.

END OF REQUEST FOR QUOTATION #22017

Family Connections Oregon (FCO) — Goals and Alignment with Practice

Goals	To provide a sample of families that meet eligibility criteria for program evaluation.					
Activities	Screening process with DHS supervisor/FCO liaison to identify families with children like to stay in care for at least 60-90 days (families randomly assigned to FCO).					
Alignment	FCO timing targets families who require more than in-home services to keep kids safe.					
Phase II: 10	dentification, Engagement and Assessment (7-30 days)					
Goals	 To understand the strengths and needs of the child and parents through their eyes. To fully inform family members and helping professionals as to the trauma history and behavioral and emotional needs of the child(ren) and parent(s). 					
Activities	 FCO facilitator begins preparation for meeting: Initial Family Finding activities Engagement of parent(s)/child(ren) and found/identified family members Strengths/Needs/Culture Assessment (SNA) and initial family trauma assessment Preparation of participating parent(s), family and kin, and professionals Evaluation-related activities 					
Alignment	Aligns with current CSM practice: contributes to the Safety Analysis conducted by the caseworker; contributes to the Protective Capacity assessment of parents.					
Phase III: 1	Family Group Conference (30-60 days)					
Goals	To involve family members in creating a family-focused plan that addresses the safety permanency, and well-being needs of the child; the goal is for the family and DHS to present this plan at the jurisdictional hearing (with rare exceptions if necessary).					
Activities	 FCO facilitator convenes FGC; reviews assessments; plan criteria established Family meets privately and develops plan Family and caseworker review/modify/approve final plan Evaluation-related activities 					
Alignment	 Can fulfill CSM requirements: held within 60 days, following CPS assessment; develops ongoing safety plan based on the protective action; determines the least intrusive interventions; confirms suitability of safety services. Can fulfill OFDM requirements as defined in statute: considered or held 30-60 days after placement; family-focused intervention facilitated by professional staff; designed to build and strengthen the natural care-giving system; establishes a plan that provides for child safety, attachment, and permanency. 					
Phase IV: F	ollow-up (60-90 days)					
Goals	To ensure that initial family plan is working and provide opportunity to modify as needed.					
Activities	FCO facilitator convenes follow-up meeting if requested.					
Alignment	Ongoing Safety Plan is reviewed every 30 days, changes as protective capacity improves					

Family Connections Oregon (FCO) — Activities, Tasks, and Evaluation

I	Phase I: Family Identif	ication and Random Assignment (5-7 days after placement)			
Goal	Activities	Tasks			
To provide a sample of families that meet eligibility criteria for program evaluation	Screening process with DHS liaison to identify families eligible for FCO	 FCO meets with the DHS liaison to identify children who are likely to stay in care for at least 60-90 days FCO submits all identified families for random assignment FCO contacts caseworkers of families who will receive the FCO intervention FCO documents identification and randomization results 			
	Phase II: Iden	tification, Engagement and Assessment (7-30 days)			
Goal	Activities	Tasks			
1) To understand the	Initial Family Finding activities	 FCO gathers information, identifies, contacts, and assesses the potential involvement of found family members On-going communication and consultation with case worker 			
 To understand the strengths and needs of the child and parents through their eyes. To fully inform family members and helping professionals as to the trauma history and behavioral and emotional needs of the child(ren) and parent(s). 	Engagement with family	 FCO facilitator meets with parents and children (if appropriate) to introduce role and purpose of intervention, and get consent to participate in the evaluation As family and kin are found and contacted, FCO explores family connections and willingness/availability to attend meeting and/or offer support to child and parents 			
	Assessment with family	 FCO conducts a family Strengths, Needs, and Culture (SNC) assessment to inform sa planning; this is written up, reviewed and approved by the family as reflective of whether they are, and then shared at the beginning of the FGC. FCO conducts an initial assessment of the trauma experienced by the parents and continuous included in the SNC and is used to help the family members plan for the need the child and parents. FCO also considers CANS assessment (when available) 			
	Preparing for FGC	 Logistics: FCO arranges time and location (not DHS), cultural and safety considerations Attendees: FCO prepares parent(s), family and kin, and professionals for the meeting 			
	Evaluation-related activities	FCO completes family assessments and model fidelity tools (documenting family finding, etc.			

Phase III: Family Group Conference (30-60 days)						
Goal	Activities	Tasks				
To involve family members in creating a family-focused plan to address the safety, permanency, and well-being needs of the child; the plan is	FCO convenes meeting before jurisdictional hearing (with rare exceptions if necessary)	 FCO and other professionals presents family/child assessments (SNC/trauma/CANS) DHS presents safety concerns and establishes criteria for family plan FCO and other professionals present potentially supportive services Family meets privately and develops plan Family and caseworker review/modify/approve final plan Facilitator discusses option of follow-up meeting 				
presented by the family and DHS at the jurisdictional hearing.	Evaluation-related activities	FCO collects FGC evaluations from attendees, completes model fidelity tools				
	科·罗州 斯斯	Phase IV: Follow-up (60-90 days)				
Goal	Activities	Tasks				
o ensure that initial amily plan is working and provide Meeting follow-up apportunity to nodify as needed.		FCO facilitator convenes follow-up meeting if requested				

Family Connections Coordinator Competencies

1. Values and Beliefs

- Children benefit from strong, safe, and nurturing family connections.
- Families, youth and children have strengths and capacities that can lead to solutions.
- Family and extended family members can provide support, safety, permanency and well-being for their children
- Family groups have the ability to develop solutions for their children

2. Education and Experience

- Minimum of 2 yrs. experience working with child welfare involved families and/or facilitating family team meetings; graduate degree in social work or equivalent preferred
- Experience working with diverse populations of families
- Understanding of the dynamics of working with diverse populations and family conditions, including domestic violence and socially isolated families, poverty and intergenerational issues.
- Familiarity with relevant parts of the child welfare system, policies and legislation and juvenile court process
- Strong organizational competency, literacy skills, and oral and written communication skills;
 ability to write and present information for court proceedings
- Experience facilitating family team meetings or child and family teams (Preferred but not required)

3. Interpersonal Skills

- Has the ability to readily engage with people
- Build relationships with families, child welfare staff and service providers
- Develop trust and rapport with families, child welfare staff and service providers
- Communicate honestly, clearly and concisely
- Manage boundaries in relationships
- Be flexible and accommodate the needs of families and child welfare agency requirements

4. Cultural Strengths

- Is aware and open to learning about a family's culture
- Has the ability to understand a family's culture and support the family's culture in the family meeting
- Can identify and value the family group's culture and is sensitive to the impact of the dominant culture where the family group's culture does not coincide with this
- Is sensitive to issues of power, oppression, discrimination, colonization and marginalization
- Has the flexibility to work with families that function differently from his or her own

5. Additional Skills

- Able to describe and translate child welfare system requirements in terms family groups can understand
- Has organizational skills, including managing and prioritizing multiple tasks, and coordinating logistics
- Has skills in managing highly emotional or conflictual situations
- Ability to navigate computer programs and family finding data tools