

ATTN: Ginny Wedel
Dept. of Justice/Div. of Child Support
Division of Child Support
1215 State St., Salem OR (physical)
1162 Court St. NE
Salem, OR 97310



Phone: (503) 947-4365
Fax: (503) 947-2578

REQUEST FOR QUOTATION FOR MEDIATOR APPLICATIONS

Email your Application to: ginny.wedel@doj.state.or.us by **September 5, 2013, 12:00 pm (noon), Pacific Time**. See Section 5.1 for further instructions on how to apply.

Description: REQUEST FOR MEDIATOR APPLICATIONS (Request), PTOC Grant

Requested Availability Date: October 1, 2013 or as mutually agreed upon.

Sole Contact: Ginny Wedel, DCS Contracts Officer, (503)947-4365

All questions regarding this RFQ must be directed to the above Sole Contact.

Applicant's Name: _____

Email: _____

Department of Justice (DOJ), Division of Child Support (DCS) is seeking competitive quotes for mediation services for parenting plans. DOJ/DCS wishes to procure qualified Mediators that have domestic violence/family safety experience and can provide mediation for parenting time plan services to child support participants who do and do not have safety issues.

DEFINITIONS

These definitions shall apply to this Request for Mediator Applications (Request) and any subsequent documents resulting from the Request.

Applicant An entity responding to this Request.

Application The written response submitted to this Request.

Contract The written agreement entered into between a Mediator and DCS as the result of selection under this Request.

DCS Division of Child Support, of the Oregon Department of Justice.

DOJ Oregon Department of Justice.

Mediator An individual, partnership, corporation, limited liability company, state or local government, court- connected mediation program, college, university or nonprofit organization or other business formation or legal entity that is qualified to perform the services described in this Request.

PTOC Parenting Time Opportunities for Children. A federal grant more fully described below under Project Summary.

GENERAL BACKGROUND INFORMATION

Child Support Program (CSP) services are provided by the DCS and county District Attorneys (DA's). DCS generally provides services to families receiving some form of public assistance. The county DA's provide services to those families or children not receiving State assistance.

CSP services involve contacting parties to establish and enforce child support orders, modify support orders to reflect current circumstances, establish paternity, establish and enforce child support orders when one parent resides in another state, and disburse child support payments. CSP will be referring parents for mediation and parenting time plan services under the Parenting Time Opportunities for Children in the Child Support Program (PTOC) grant that has been awarded to DOJ from the federal government.

DCS is seeking Applications for the provision of mediation services for parenting time plans from court-connected mediator programs and private mediators meeting the qualifications needed under this Request for the following counties: **Douglas, Clatsop/Columbia, Malheur, Wallowa/Union, and Klamath/Jackson/Josephine.**

1 PROJECT SUMMARY

DCS received a four (4) year federal grant, Parenting Time Opportunities for Children (PTOC) in the Child Support Program. Under the PTOC grant, DCS must plan, pilot, and evaluate strategies to establish parenting time orders at the same time as initial child support orders are established and entered and provide an independent site-specific evaluation that measures child support and parenting time outcomes.

The first year of the grant period is devoted to start-up, setting up an evaluation design, planning for data collection, development of the pilot program design, and testing. The pilot program and any related support or referral services are provided for the next two (2) year period, and the final year is devoted to evaluation, grant close-out, and sustainability work.

DCS will work with mediators or mediation programs around the state in locations near CSP offices. The Mediators or mediation programs selected under this Request must have a background in family safety issues, including domestic violence, in addition to relevant experience with child custody and parenting time mediation. DCS and county DA's will refer CSP participants to the local area mediators or mediation programs who: 1) require assistance with development of a parenting time plan, or 2) have taken the online safety-focused questionnaire and believe that they need mediation assistance in development of a safety focused plan.

In addition, DCS will develop an online interactive webpage for parenting plan orders under PTOC similar to a "turbo tax" methodology in a question-and-answer-based format. The completed parenting plan order may be filed with the judicial legal action (divorce or custody), printed and signed by both parties and provided to the CSP for inclusion in the administrative child support order, or printed and used privately between the parties. DCS anticipates that the e-file functionality will come later when the eCourt project of the Oregon Judicial Department (Oregon's court system) nears completion.

CSP believes that families who are able to jointly share in their children's lives are more likely to support their children physically, emotionally, and financially. Providing easy access to simple-to-use parenting time plans and connections to mediators increases the stability of parenting time arrangements for children, resulting in increased non-custodial parent access and commitment to children, with the ultimate goal of increasing child support payments.

METHOD OF AWARD:

DCS may enter into Contracts or Intergovernmental Agreements with multiple Applicants in response to this Request. DCS shall award the contract(s) to qualified Applicant(s), according to ORS 279B.070, whose quote will best serve the interests of the contracting agency, taking into account price as well as

considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110.

If an Applicant is chosen, a written Contract or Intergovernmental Agreement must be signed and approved by all necessary parties before any mediation services may be provided and as a condition to the disbursement of any PTOC grant funds.

Eligible Applicants:

- Applicants may be an individual, partnership, corporation, limited liability company, state or local government, court-connected mediation program, college, university or nonprofit organization or other business formation or legal entity.
- Applicants must have at least one (1) year active service delivery experience.

Grant Award Period:

Contracts entered into with Mediators under this Request will be for a two (2) year period, starting October 1, 2013 and continuing through September 30, 2015.

Contract Award Amounts:

The Contract amounts are subject to the availability of funding. DCS will apportion \$134,400.00 (\$67,200 per year) among the Contracts entered into with successful Applicants throughout Oregon in areas close to DCS or DA offices. The Contracts may not be for equal amounts but will depend on the expected amount of mediations to be provided and the Applicant's billing rates or charges. Each Applicant selected under this Request is expected to enter into a Contract with DCS. Mediators must comply with all terms and conditions set forth in the Contract or may be required to return any amounts paid that are ineligible expenditures under the PTOC grant.

3 GENERAL REQUIREMENTS

3.1 Applicants awarded a Contract must comply with all applicable federal and state terms and conditions, in the attached sample contract. See the attached contract for Federal terms and conditions. DCS may agree only to immaterial changes to the terms and may disqualify an Applicant who objects to the Federal or standard contract terms.

DCS reserves the right to *negotiate* with successful Applicants the *type and amount of insurance coverage required* during the Contract, depending on the nature of each Applicant.

3.2 Certificate of Non-Supplanting- For Public Agencies Only

Public Agencies must complete the Certification of Non-Supplanting (as set forth in the attached sample contract) in accordance with the provisions of The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (commonly referred to as Welfare Reform). The Applicant's fiscal officer must sign and certify that federal funds will not be used to supplant or replace funds or other resources that would otherwise have been made available for access and visitation services.

4. SERVICE REQUIREMENTS

4.1 Scope

Selected Applicants is expected to enter into a Contract under which CSP will refer interested child support parties to the Mediator in the party's local area for development of a written parenting plan. Mediation services provided under the Contract will be paid for through the PTOC grant. The Mediator is required under the Contract to use the PTOC domestic violence screening tool, developed exclusively for this project, to screen for domestic violence issues. The Mediator will provide mediation if appropriate, or mediation with agreed upon safety protocols and/or domestic violence referrals if indicated.

4.2 Mediator's Responsibilities

Mediators is responsible for providing parenting plan mediation services for all referrals from CSP if the referral qualifies after the screening for domestic violence/family safety concerns has been completed.

Under the Contract, the Mediator will provide the following services:

- A. Mediator will screen all participants at initial contact for domestic violence/family safety concerns using provided screening protocol
- B. Mediator will schedule mediation of parenting plans from child support referrals within two weeks of initial contact, when possible
- C. Mediator will inform child support office/case manager of outcome of referral
- D. Mediator will determine if domestic violence/family safety cases are appropriate for mediation and if not appropriate provide referrals to domestic violence resources in the participants' area
- E. Mediator will monitor for domestic violence/family safety issues during the mediation process and alter/amend the mediation as needed
- F. Mediator will provide a copy of the written mediated parenting plan to the child support case manager for filing with the child support order
- G. Mediator will complete Mediator Evaluation Form (provided by DCS) upon completion of each mediation case to comply with DCS and PTOC grant requirements
- H. Mediator will provide participant with information about filing the parenting plan in court with a legal action
- I. Mediator will, at all times, maintain data confidentiality
- J. Mediator will, at all times, maintain mediation ethics and standards of practice
- K. Mediator will attend, via phone or other means, quarterly conference calls with the Project Manager and Family Violence Safety Coordinator that will be no longer than one (1) hour in length

4.3 Deliverables

The Contract will require the following Deliverables:

#	Deliverable	Due Date
1.	Attend Initial Project session	TDB
2.	Referral forms returned to appropriate office	After appointment is made
3.	Provide copy of mediated parenting plan to child support case manager	Upon completion
4.	Evaluation form returned to Project Manager	After completion of mediation
5.	Project meetings – via Skype, conference call or alternative method(s)	Quarterly – dates to be determined

Deliverables 2, 3, and 4 must be submitted in MS Word 2010 or compatible format, MS Excel 2010 or similar formats as appropriate, and include all components identified above.

5 INSTRUCTIONS ON HOW TO APPLY UNDER THIS REQUEST

Applicants must carefully read all instructions and complete the process described in this Request. Applicants must include all of the required information listed in the Request, including appendixes.

5.1 Submitting Applications

Email your Application to ginny.wedel@state.or.us by the **required Due Date and Time**. **If you do not have email available, you may fax it to (503) 947-2578 to my attention. The Applicant's name and "PTOC Mediator Request" must be on the email subject line or on the fax cover page.** DCS is not responsible if we do not receive your Application and DCS will not return confirmation. Applications received after the deadline may not be accepted. Applications not meeting these requirements may be disqualified.

Applications must be typed in text no smaller than 12 point type and pages numbered. Applicants must respond to all items in this section. Items must be numbered the same and answered in the order listed in the Request.

Each Application must include the following information (within the noted page limit):

5.2 Experience/Process - 8 page limit

Applicant must:

- A. Provide a resume or program description detailing:
 - How the Applicant or program staff meets the requirements for court connected domestic relations mediators per Oregon Chief Justice Rule 05-028; or
 - Training, length and breadth of experience providing parenting time mediation
 - Experience completing court-worthy, written parenting time agreements
- B. Describe areas/regions/counties Applicant is available for referral
- C. Provide information on mediation services available in your area/region/county currently and how these funds would *add* to what is already available by meeting unmet needs
- D. Provide detailed information on your current mediation process
 - Explain how Applicant will handle PTOC program referrals
 - If your process is different for never-married participants, please explain how it differs
- E. Explain if non-English speaking participants will be accommodated and if not, if there is an alternative referral source
- F. Provide a copy of any post-mediation survey you currently use, if any
- G. Provide two (2) reference letters supporting the Applicant's ability to provide mediated parenting plan services, one of which must be from a Domestic Violence advocate. Each reference letter must include the person's name, address, phone number, and email address (if available). The reference letters must be from 2 different organizations or persons.

5.3 Domestic Violence/Family Safety - 3 page limit

Applicant must:

- A. Provide a summary of experience in providing safe mediation when domestic violence/family safety issues are presented
- B. Submit detailed information about Domestic Violence training attended
- C. Submit detailed information about alternative mediation options for domestic violence/family safety participants
- D. Provide information regarding current domestic violence screening practice
- E. Provide information about local domestic violence service agencies the Applicant will refer participants to when necessary
- F. Explain process/procedure to monitor and respond when safety issues change during mediation
- G. Provide information about facility where mediation will be provided and safety options available at site

5.4 Confidentiality - 2 page limit

- A. Describe how confidentiality of information is maintained
- B. Explain how participant data is safeguarded

5.5 Cost - 1 page limit

On a separate attachment or page, provide a clear description of the requested compensation, if any, for providing mediation services under this Request including, but not limited to:

- (1) Any applicable hourly billing rates and the amount of time anticipated per mediation,
- (2) Any flat fee charged and the assumptions on which such a fee is based in terms of number of mediation sessions or length of time per mediation session,
- (3) Any minimum or maximum charge per mediation session or client, and
- (4) Any other basis upon which Applicant will charge for services under a potential contract.

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**ATTACHMENT
STATE OF OREGON
CONTRACT FOR THE
PURCHASE OF SERVICES
("Contract")**

This Contract is between the State of Oregon ("State") acting by and through Department of Justice, Division of Child Support ("Agency" or "DCS"), and _____ ("Contractor or Mediator"). This Contract is effective on the date it has been signed by all parties and all required State of Oregon approvals have been obtained or October 1, 2013, which ever date is later. This Contract expires on September 30, 2015.

1. RECITALS / GENERAL INFORMATION

Oregon Child Support Program (CSP) services are provided by the Division of Child Support (DCS) and county District Attorneys (DA's). DCS generally provides services to families receiving some form of public assistance. The county DA's provide services to those families or children not receiving State assistance.

CSP services involve contacting parties to establish and enforce child support orders, modify support orders to reflect current circumstances, establish paternity, establish and enforce orders when one parent resides in another state, and disburse child support payments. CSP will refer parents for mediation and parenting time order services under the Parenting Time Opportunities for Children in the Child Support Program (PTOC) grant, a federal grant received by Agency that is being used to pay for the Services (hereinafter defined) provided under this Contract. Contractor is expected to provide mediation services for the development of written parenting time plans.

2. AGREEMENT

A. **SERVICES TO BE PROVIDED.** Agency will refer interested child support parties to Mediator for development of a written parenting plan. Mediator shall use the PTOC domestic violence screening tool, developed exclusively for this project, to screen for domestic violence issues. Agency will provide the screening tool to Mediator as soon as practicable after execution of this Contract. Mediator will provide mediation only, if appropriate, or mediation with agreed upon safety protocols and/or domestic violence referrals if indicated. See Exhibit 1 for a more specific description of the services to be provided under this Contract (the "Services") and the schedule of deliverables associated with specific Services.

B. **COMPENSATION.** The maximum amount that may be paid under this Contract is [\$ _____], Agency will not pay any amount in excess of the maximum amount unless the amount is increased by a fully executed and approved amendment to this Contract. Agency cannot guarantee the number of mediation clients that will be referred to Contractor under this Contract. It is possible that Contractor will not receive any requests for mediation under this Contract. Agency shall pay Contractor upon Agency's approval of Contractor's invoice submitted to Agency. Contractor is not entitled to and shall not be reimbursed for any expenses under this Contract, including without limitation any travel expenses. Contractor will not pay for services performed before the Effective Date of this Contract or after termination or expiration of this Contract.

C. **INVOICES.**

(1) Contractor shall electronically email each month an invoice to the Project Manager covering Services provided in the immediately preceding month. A hard copy of the invoice shall also be mailed upon Agency's request to Agency's Project Manager. Contractor's invoice must include the following:

- Contractor's name,
- Payment address,
- Contract number,
- Billing period,
- Service performed,
- If applicable, hours worked or sessions provided and the applicable rate and
- Total amount due.

In the event of a late or lost invoice, Agency will not pay for any invoices which are two (2) years beyond the date of provision of Services

D. AGENCY CONFIDENTIALITY AND NON-DISCLOSURE.

(1) Because federal funds are being used to finance this Contract from the PTOC grant, Contractor and its employees and subcontractors shall comply with all non-disclosure and confidentiality obligations, with respect to case information, imposed by 45 CFR Chapter III and ORS 25.260. In addition, Contractor and its employees, agents, and subcontractors are bound by the terms of ORS 646A.600 through 646A.628, the Oregon Consumer Identity Theft Protection Act. The use and disclosure of Confidential Information provided under this Contract is strictly limited to performance of the Services required under the Contract.

(2) Contractor acknowledges that Contractor and its employees, agents, and subcontractors may, in the course of performing their responsibilities under the Contract, be exposed to or acquire information that is confidential to Agency or Agency's clients. Any and all child support records, including data contained in any automated CSP system that Agency provides access to Contractor or its employees or agents in the performance of this Contract shall be deemed to be confidential information of Agency ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

(4) 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, transfer, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever other than the provision of Services to Agency hereunder, and to advise each of its employees, agents and subcontractors of their obligations to keep Agency case information and other confidential information confidential. Contractor shall use its best efforts to assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

(5) Contractor agrees to comply with all reasonable requests by Agency to ensure the confidentiality and non-disclosure of the Confidential Information.

(6) Requests for disclosure of Confidential Information received by the Contractor from Agency's clients, private attorneys or the general public shall immediately be transmitted or otherwise communicated to Agency for appropriate action. In the event that a subpoena or other legal process is served upon the Contractor for records containing Confidential Information, the Contractor shall promptly notify Agency and cooperate with Agency in any lawful effort to protect the Confidential Information.

(7) Contractor shall notify Agency immediately, within two (2) business days, in writing in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of the Contract. Contractor will at its expense cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency or Contractor against any such person. Contractor agrees that, except as directed by Agency, Contractor will not at any time during or after the term of the Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with the Contract. Contractor shall be liable for any breach of this subsection by its principals, officers, employees, agents or subcontracts and shall indemnify Agency from any and all liability resulting from such violation.

(8) Contractor acknowledges that breach of this section including disclosure of any Confidential Information may give rise to irreparable injury to Agency that is inadequately compensable in damages. Accordingly, Agency may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Agency and are reasonable in scope and content.

(9) The provisions of this section shall survive the termination or expiration of the Contract.

E. LIASONS.

The persons listed in this section are to be contacted first to address questions and issues that may arise during the term of the Contract. Contractor shall provide a liaison with the expertise, experience, and judgment to address concerns, questions and issues with Services.

Contractor Liaison:

Phone: _____

Fax: _____

Agency Liaison:

Shawn Brenizer
4600 25th Ave, Suite 180
Salem, OR 97301
Shawn.Brenizer@doj.state.or.us
(503) 986-6240

Liaison information may be changed by written notification to the other party without amending the Contract.

3. GENERAL TERMS AND CONDITIONS.

A. Contractor understands and agrees that Agency's payment of amounts under this Contract is contingent on Agency receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to make payments under this Contract. Agency will pay Contractor in accordance with State and federal payment procedures. Any claims by Contractor for overdue payments are subject to ORS 293.462.

B. REPRESENTATIONS AND WARRANTIES.

(1) Contractor represents and warrants that:

- a. Contractor has the authority to enter into and perform in accordance with this Contract and that this Contract, when executed and delivered, is a valid and binding obligation of Contractor that is enforceable in accordance with its terms;
- b. Contractor has the skill and knowledge possessed by well-informed members of the mediation 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 the mediation profession in Oregon;
- c. Contractor is and shall be, if applicable, at all times during the term of this Contract, qualified, professionally competent, and duly licensed to perform Services; and

C. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS.

(1) Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract and to Contractor's obligations under this Contract, including but not limited to those federal grant requirements listed in Exhibit 3 attached hereto and by this reference incorporated herein.

(2) Agency's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225, 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

D. Independent Contractor Status; Responsibility for Taxes and Withholding.

(1) Contractor shall perform all Services as an independent contractor. Although Agency has the right (a) to determine and modify the delivery schedule for Services to be performed and (b) to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Contractor's performance. Contractor certifies, represents and warrants that Contractor is an independent contractor of Agency under all applicable State and federal law. Contractor is not an "officer", "employee", or "agent" as those terms are used in ORS 30.265 of State or Agency.

(2) If Contractor is currently performing work for State or the federal government, Contractor by signature to this Contract represents and warrants: Contractor's performance of this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's performance of this Contract.

(3) Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract, and unless required by prevailing federal law or regulations, Agency will not withhold from compensation or payments to Contractor any amount to cover Contractor's federal or state tax obligations unless Contractor is subject to backup withholding. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

E. INDEMNIFICATION. General Indemnity. Contractor shall defend, save, hold harmless, and indemnify state, its agencies, officers, directors, agents and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever ("claims") resulting from, arising out of, or relating to the acts or omissions of contractor or its officers, employees, subcontractors, or agents under this contract.

F. Events of Breach.

(1) Breach by Contractor. Contractor breaches this Contract if:

- a. Contractor no longer holds a license or certificate that is required for Contractor to perform the Services under this Contract and Contractor has not obtained the license or certificate within fourteen (14) calendar days after Agency delivers notice of breach to Contractor or a longer period as Agency may specify in the notice; or
- b. Contractor fails to perform the Services under this Contract within the time specified or any extension of that time, and Contractor fails to cure the breach within fourteen (14) calendar days after Agency delivers notice of breach to Contractor or a longer period as Agency may specify in the notice.

(2) Breach by Agency. Agency breaches this Contract if:

- a. Agency fails to pay Contractor any amount pursuant to the terms of this Contract, and Agency fails to cure Agency's failure to pay within fourteen (14) calendar days after Contractor delivers notice of breach to Agency or a longer period as Contractor may specify in the notice; or
- b. Agency fails to perform its obligations hereunder within the time specified or any extension thereof, and Agency fails to cure the breach within fourteen (14) calendar days after Contractor delivers notice of breach to Agency or a longer period as Contractor may specify in the notice.

G. REMEDIES.

(1) State's Remedies. If Contractor breaches this Contract, Agency shall be entitled to recover for any and all damages suffered as the result of Contractor's breach of this Contract. Agency may, at its option, pursue any or all of the remedies available under this Contract and at law or in equity, including, but not limited to:

- a. Termination of this Contract;
- b. Withholding payment of all amounts in Contractor's invoices for Services that Contractor is obligated, but has failed, to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; or
- d. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor in an amount equal to Agency's setoff right, without penalty.

e. The return of moneys paid to Contractor under this Contract that, due to Contractor's failure to perform or defective performance, were expended in violation of the PTOC federal grant.

(2) Contractor's Remedies. If Agency terminates this Contract for convenience or if Agency is in breach, Contractor's sole remedy is a claim against Agency for the amount due for Services completed and accepted by Agency, less previous amounts paid and any claims State has against Contractor. If previous amounts paid to Contractor for Services exceed the amount due to Contractor, Contractor shall pay the excess amount to Agency immediately upon written demand.

H. TERMINATION.

(1) MUTUAL CONSENT. This Contract may be terminated at any time by mutual written consent of the parties.

(2) AGENCY.

a. Agency may, at its sole discretion, terminate this Contract for its convenience upon 30 days written notice by Agency to Contractor.

b. Agency may, in its sole discretion, terminate this Contract, immediately upon notice to Contractor, or at a later date as Agency may establish in the notice, upon the occurrence of any of the following events:

(i) Agency fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for Services;

(ii) Federal or state laws, regulations, or guidelines are modified or interpreted in a way that either the purchase of Services by Agency under this Contract is prohibited, or Agency is prohibited from paying for Services from the planned funding source; or

(iii) Contractor is in breach of this Contract.

Contractor shall stop performance under this Contract as directed by Agency in any written notice of termination delivered to Contractor.

(3) CONTRACTOR. Contractor may terminate this Contract immediately upon written notice to Agency, or at a later date as Contractor may establish in the notice, if Agency is in breach of this Contract.

I. ACCESS TO RECORDS. Contractor shall retain, maintain, and keep accessible all records relevant to this Contract ("Records") for a minimum of six (6) years, or a longer period as may be required by applicable law, following Contract termination or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. Contractor shall permit Agency and the federal government access to the Records at reasonable times and places for purposes of examination and copying.

J. NOTICES. All notices required under this Contract shall be in writing and addressed to the Liaisons identified above. Mailed notices are deemed received five (5) days after the post mark date when properly addressed and deposited prepaid into the U.S. postal service. Faxed notices are deemed received upon electronic confirmation of successful transmission to the designated fax number. Notices delivered by personal delivery are deemed received when delivered to the address specified for the receiving party's authorized representative. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

K. GOVERNING LAW. The Contract is governed by and construed in accordance with the laws of State, without regard to principles of conflicts of laws.

L. VENUE; CONSENT TO JURISDICTION. Any claim, action, suit or proceeding (collectively, "Proceeding") between Agency and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of State for Marion County; provided, however, if a Proceeding must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM. Nothing in these provisions shall

be construed as a waiver of State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or jurisdiction based thereon.

M. SUBCONTRACTS; ASSIGNMENT.

(1) Contractor shall not enter into any subcontracts for any of Services required under this Contract or assign, delegate or transfer any of its rights or obligation under this Contract without Agency's prior written consent.

N. THIRD PARTY BENEFICIARIES. Agency and Contractor are the only parties to this Contract and the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit to third persons.

O. SEVERABILITY. If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, 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 this Contract did not contain the particular provision held to be invalid.

P. COUNTERPARTS. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

Q. INTEGRATION AND MERGER. This Contract constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract.

R. AMENDMENTS; WAIVER. This Contract may be amended only by a written amendment executed by both parties and with all necessary approvals. The failure of Agency to enforce any provision of this Contract shall not constitute a waiver by Agency of that or any other provision.

S. SURVIVAL. Any provisions which by their nature extend beyond Contract termination or full performance shall remain in effect beyond any Contract termination or expiration.

4. **INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in the attached Exhibit 2 prior to performing any Services under this Contract and shall maintain such insurance in full force for the duration of this Contract.

5. **CERTIFICATIONS AND SIGNATURE OF CONTRACTOR'S AUTHORIZED REPRESENTATIVE.**

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR.

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

A. The undersigned 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;

B. To the best of the undersigned's knowledge, Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

C. To the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;

E. Contractor is bound by and will comply with all requirements, terms and conditions contained in this Contract; and

F. Contractor ___ is / ___ is not a nonresident alien as defined in 26 USC § 7701(b)(1) (**check one**). See section 2.D.ii.

CONTRACTOR

Contractor: _____

Authorized Signature: _____

By (print name): _____

Title: _____

Date: _____

6. SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE.

State of Oregon acting by and through the Department of Justice/Division of Child Support

Authorized Signature: _____

By: Kate Cooper Richardson, Director

Date: _____

Authorized Signature: _____

Mary H. Williams, Deputy Attorney General

Date: _____

State and Agency Contact Person:

Ginny Wedel, DCS Contracts Officer

Contact Telephone Number: (503) 947-4365

Fax Number: (503) 947-2578

E-Mail Address: ginny.wedel@dojj.state.or.us

EXHIBIT 1 – STATEMENT OF WORK

Mediator shall provide parenting plan mediation services for all referrals from CSP if the referral qualifies after the screening for domestic violence/family safety concerns has been completed.

When providing mediation services, Mediator will:

- A. screen all participants at initial contact for domestic violence/family safety concerns using the screening tool developed for PTOC and provided by Agency
- B. schedule mediation of parenting plans from Agency referrals within two weeks of initial contact, when possible
- C. inform Agency’s child support office/case manager of outcome of referral
- D. determine if domestic violence/family safety cases are appropriate for mediation and if not appropriate provide referrals to domestic violence resources in the participants’ area
- E. monitor for domestic violence/family safety issues during the mediation process and alter/amend the mediation as needed
- F. develop a written mediated parenting plan and provide a copy of the plan to Agency’s child support case manager for filing with the child support order
- G. complete the Mediator Evaluation Form (provided by DCS) upon completion of each mediation case to comply with DCS and PTOC grant requirements
- H. provide participant with information about filing the parenting plan in court with a legal action
- I. at all times, maintain data confidentiality
- J. at all times, maintain mediation ethics and standards of practice
- K. attend, via phone or other means, quarterly conference calls with Agency’s Project Manager and Family Violence Safety Coordinator

Deliverables

Mediator will develop or supply the following under this Contract:

#	Deliverable	Due Date
	Attend Initial Project session	TDB
	Referral forms returned to appropriate office	After appointment is made
	Provide copy of mediated parenting plan to child support case manager	Upon completion
	Evaluation form returned to Project Manager	After completion of mediation
	Project meetings – via Skype, conference call or alternative method(s)	Quarterly – dates to be determined

Deliverables 2, 3, and 4 must be submitted in MS Word 2010 or compatible format, MS Excel 2010 or similar formats as appropriate, and include all components identified above.

**EXHIBIT 2
INSURANCE REQUIREMENTS**

Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency.

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

Required by Agency Not required by Agency.

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2014: \$1,900,000.

July 1, 2014 to September 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2014: \$3,800,000.

July 1, 2014 to September 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311).

iii. COMMERCIAL GENERAL LIABILITY.

Required by Agency Not required by Agency.

Commercial General Liability. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the Agency:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2014: \$1,900,000.

July 1, 2014 to September 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2014: \$3,800,000.

July 1, 2014 to September 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

AND

Property Damage:

Per occurrence limit for any single and multiple claimants as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

v. AUTOMOBILE Liability Insurance: Automobile Liability.

Required by Agency Not required by Agency.

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

Per occurrence limit for any single claimant:

July 1, 2013 to June 30, 2014:	\$1,900,000.
July 1, 2014 to September 30, 2015:	\$2,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).	

Per occurrence limit for multiple claimants:

July 1, 2013 to June 30, 2014:	\$3,800,000.
July 1, 2014 to September 30, 2015:	\$4,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).	

vii. EXCESS/UMBRELLA INSURANCE.

A combination of primary and excess/umbrella insurance is acceptable. If you are using excess/umbrella insurance to meet the minimum insurance requirement, your certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over General Liability, Auto Liability, etc."

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insured's 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. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to Agency, upon Agency's request, certification of the coverage required under this section 4.C.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before 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. **The Contractor shall immediately notify the Agency of any change in insurance coverage.**

EXHIBIT 3 - REQUIRED FEDERAL TERMS AND CONDITIONS

This Contract is subject to the uniform administrative requirements and cost principles of 45 C.F.R. Part 74 (Awards And Subawards To Institutions Of Higher Education, Hospitals, Other Nonprofit Organizations, And Commercial Organizations) or 45 C.F.R. Part 92 (Grants And Cooperative Agreements To State, Local, And Tribal Governments). The Code of Federal Regulations (C.F.R.) is available at <http://www.gpo.gov>.

Prohibition Against Profit

This Contract is subject to the limitations set forth in 45 C.F.R. Part 74, Subpart E-Special Provisions for Awards to Commercial Organizations (45 C.F.R. Part 74.81_Prohibition against profit), which states that, "... no HHS funds may be paid as profit to any recipient even if the recipient is a commercial organization. Profit is any amount in excess of allowable direct and indirect costs."

Equal Treatment for Faith-Based Organizations

This Contract is subject to the requirements of 45 C.F.R. Part 87.1(c), Equal Treatment for Faith-Based Organizations, which says, "Organizations that receive direct financial assistance from the [Health and Human Services] Department under any Department program may not engage in inherently religious activities such as religious instruction, worship, or proselytization as part of the programs or services funded with direct financial assistance from the Department." Therefore, organizations must take steps to completely separate the presentation of any program with religious content from the presentation of the Federally funded program by time or location *in such a way that it is clear that the two programs are separate and distinct*. If separating the two programs by time but presenting them in the same location, one program must *completely* end before the other program begins.

A faith-based organization receiving HHS funds retains its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs. For example, a faith-based organization may use space in its facilities to provide secular programs or services funded with Federal funds without removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization that receives Federal funds retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents in accordance with all program requirements, statutes, and other applicable requirements governing the conduct of HHS funded activities. Regulations pertaining to the Equal Treatment for Faith-Based Organizations, which includes the prohibition against Federal funding of inherently religious activities, Understanding the Regulations Related to the Faith-Based and Neighborhood Partnerships Initiative" are available at <http://www.hhs.gov/partnerships/about/regulations/>. Additional information, resources, and tools for faith-based organizations is available through The Center for Faith-based and Neighborhood Partnerships website at <http://www.hhs.gov/partnerships/index.html> and at the [Administration for Children & Families: Toolkit for Faith-based and Community Organizations](#).

Award Term and Condition under the Trafficking Victims Protection Act of 2000

This Contract is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104). For the full text of the award term, go to http://www.acf.hhs.gov/grants/award_term.html. If you are unable to access this link, please contact the Grants Management Contact identified in *Section VII. Agency Contacts* of this announcement to obtain a copy of the term.

Requirements for Drug-Free Workplace

This Contract is subject to the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. Contractor will provide a drug-free workplace and will comply with the requirement to notify ACF if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 C.F.R. part 182; HHS implementing regulations are set forth in 2 C.F.R. part 382.400. All recipients of ACF grant funds must comply with the requirements in Subpart B - Requirements for Recipients Other Than Individuals, 2 C.F.R. part 382.225. The rule is available [at Requirements for Drug-Free Workplace](#).

Debarment and Suspension

HHS regulations published in 2 CFR part 376 implement the government wide debarment and suspension system guidance (2 CFR part 180) for HHS' non-procurement programs and activities. "Non-procurement transactions" include, among other things, grants, cooperative agreements, scholarships, fellowships, and loans. ACF implements the HHS Debarment and Suspension regulations as a term and condition of award. Grantees may decide the method and frequency by which this determination is made and may check the Excluded Parties List System (EPLS)

located at <https://www.epls.gov/>, although checking the EPLS is not required. More information is available at http://www.acf.hhs.gov/grants/grants_resources.html.

Pro-Children Act

The Pro-Children Act of 2001, 20 U.S.C. §§ 7181 through 7184, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

CERTIFICATION REGARDING MAINTENANCE OF EFFORT

Only state and local governments must complete this page.

It is necessary to provide assurance that grant funds will not be used to supplant or replace funds that would normally be available. This certificate is to be signed by the Subgrantee’s fiscal officer.

CERTIFICATION

In accordance with the provisions of The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (commonly referred to as Welfare Reform) the Subgrantee hereby certifies that the activities to be performed as part of the Project will be in addition to, and not in substitution for, comparable activities previously carried on without Federal assistance..

Signature of Fiscal Officer Date

Printed name of Fiscal Officer