

FAQ for Providers

COVID-19 Changes to Multnomah County Contracts

1. My organization has a contract with the County. Has it been automatically terminated?

No, neither the Governor's executive orders nor the County emergency declaration cause contracts with the County to automatically terminate. Please let us know if there have been changes to services and the manner in which services are being provided. This is a challenging time and we want to work with and support our providers, in recognition of your creativity and flexibility, and your essential role as part of our social safety net.

2. What is a *force majeure* clause and does it apply to my organization's contract with the County?

A [*force majeure*](#) clause is a contract provision that addresses an unforeseeable, extraordinary event beyond the parties' control that has occurred which may be preventing a party from performing its contract obligations. Most County contracts contain a *force majeure* clause. Generally, when a *force majeure* clause is activated, it allows for the possibility of relieving a party of those obligations, such as granting the party extra time for performing them. However, importantly, the impact of activating a particular contract's *force majeure* clause depends on the terms of the contract and, sometimes, on other industry policies and practices.

Please speak with your program contact about whether the *force majeure* clause has been activated in your contract.

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3. Will the County offer flexibility to contractors affected by COVID-19?

County leaders have discussed a number of possible options for helping vendors whose ability to meet their County contract requirements has been affected by COVID-19. Each contractor should work directly with their County program contact to discuss their individual situation. When necessary, the County may provide a vendor with temporary accommodations that will not require a change to their contract. In other situations, the circumstances may require a more formal change to their contract, such as an addendum or amendment. In all cases, vendors should talk with their program contact about their need for flexibility regarding County contract requirements.

4. Will the County continue to pay invoices for services?

Yes, please continue to invoice the County and we will timely pay invoices for services provided. Please talk to your program contact if you can't provide the contracted services during the crisis.

5. My organization is having to serve community needs differently as a result of COVID-19. How does this affect our contract?

We want to work with providers at this time. Please contact your program lead and let them know what you are doing and how you are providing services. We can discuss a number of ways to better reflect the work you are doing during this crisis.

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6. My contract with the County has a mix of state, federal, and County general fund dollars. Can the County still help if COVID-19-related changes in service delivery affect contract outcomes?

The County will work with you and the other funders to be as flexible as possible with each other at this time. Other governmental agencies have also declared states of emergency and we are in regular contact with our state and federal partners on how to continue to deliver vital services in a rapidly changing landscape.

7. My organization is experiencing financial challenges as a result of COVID-19. Can the County help?

Please contact your program lead and let them know what you are experiencing. Your organization is an important part of our social safety net. We want to know as far in advance as possible if you are experiencing hardship so that we can explore options with you.

8. Am I an essential worker?

Whether a worker is “essential” under the federal government’s stay-at-home guidance, the Governor’s Executive Order No. 20-12, or a local government’s declaration or ordinance involves assessments that only the worker and their employer can make. Below are resources to assist with these assessments.

- [Governor Brown’s Stay Home, Stay Safe order](#)
- [State of Oregon Guidance for Construction Workers and Contractors](#)
- [US Dept. of Homeland Security Guidance on Essential Infrastructure Workforce](#)