

**Lane County Health & Human Services**  
**Holiday Fire Crisis Outreach**  
**REQUEST FOR PROPOSALS**

February 1, 2021 through October 31, 2021

Renewable through June 30, 2023

Submit Proposals to:

Deborah Heeszal

Deb.Heeszal@lanecountyor.gov

Deadline:

12:00PM, December 30, 2020

## TABLE OF CONTENTS

PART I – GENERAL INFORMATION.....	3
Introduction.....	3
Contract Requirements.....	3
Proposal Preparation and Submission.....	4
Proposal Evaluation and Award.....	6
Clarification and Protest of Selection Documents.....	7
Protest Process.....	8
PART II – PROGRAM INFORMATION.....	10
Program Description.....	10
Funding.....	10
PART III – CALENDAR OF EVENTS.....	11
PART IV – GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS.....	12
PART V – PROPOSAL CONTENT.....	13
Required Documentation.....	13
Proposer’s Statements and Certification.....	14
PART VI – CRITERIA FOR EVALUATION OF RFP.....	16
PART VII – ATTACHMENTS.....	17
FEMA Approved Budget .....	18
Notice Regarding Oregon Corporate Activity Tax .....	19
Lane County Sample Contract.....	20

You are hereby requested to respond to the following Request for Proposals by 12:00pm on December 30, 2020. Proposals received after deadline(s) will not be accepted.

## **PART I - GENERAL INFORMATION**

### **Introduction**

Lane County is an Equal Opportunity Employer and the Lane County process of contracting is built on the principles of equity, consistency and understandability.

Lane County Department of Health & Human Services is seeking proposals from providers to link individuals and families impacted by the Holiday fire to available resources.

The term of the contract arising from this Request for Proposals will be February 1, 2021 through October 31, 2021. The contract may be renewed through June 30, 2024 based on revenue availability, contractor performance and/or need.

Appropriate accommodations can be made upon notice for individuals with disabilities who wish to respond.

### **Contract Requirements**

- A. The contractor must operate the program independently and not as an agent of Lane County. Proposals will be accepted from a consortium of agencies. One joint proposal from each consortium will be required.
- B. The contractor must comply with all applicable federal, state, local statutes, and rules governing the operations of the program, including, but not limited to the following:
  - 1. The Americans with Disabilities Act of 1990, 42 USC 12101 et seq. as well as ORS 30.670 through 30.685, ORS 659.425 and ORS 659.430, and all rules and regulations implementing those laws.
  - 2. Federal Code, Title 5 USCA 7201 et seq.: Anti-discrimination in employment
  - 3. 3. ORS 659.010, 659.015, 659.020 and, 659.030: Enforcement of Civil Rights

Upon request, information will be provided to assist in locating copies of these rules.

- C. Contractor must comply with the following:
  - 1. All contract requirements concerning the provision of insurance must be met. This may include comprehensive liability with Lane County named as additional insured, professional liability, fidelity bonding and workers' compensation coverage.

2. Automobile insurance with Lane County named as additional insured is required if clients are transported or a vehicle is used in conducting agency business under the contract. Professional liability insurance is required if services are provided by licensed staff. Insurance requirements are outlined in Exhibit H of Lane County contract.

D. All furnishings, equipment and materials exceeding \$300 in value purchased with funds from this contract will belong to Lane County, and shall be returned to Lane County at the end of the contract, in as good condition as received, reasonable wear and tear excepted.

### **Proposal Preparation and Submission**

A. Proposers are responsible for reading and understanding all portions of the solicitation documents, including attachments and addenda, if any, and to include all requirements in their proposal. To be responsive, proposals must be made in writing, and address requests for information contained in the RFP. Proposals must be submitted in the required form and containing all required documents and responses, be signed by the proposer or its authorized representative, and submitted in the manner and number described in the RFP.

Each a must be an “equal opportunity employer” willing to comply with all applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (see 42 USCA 2000), all regulations there under (see 41 CFR Parts 60 and 60-1), Executive Orders 11246 and 11375 and all Oregon statutes and regulations regarding employment.

B. Proposals submitted in response to this RFP become public records under Oregon law and, following contract award, will be subject to disclosure to any person or organization that submits a public records request. Proposers are required to acknowledge that any proposal may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law.

Each proposer must clearly identify all information included in its proposal that is claimed to be exempt from disclosure. If the County receives a records request, including subpoena, covering information the proposer believes is covered by an applicable public records exemption, it is the proposer’s responsibility to defend and indemnify the County for any costs associated with establishing such an exemption.

C. Proposals must be received by the time and date stated for receipt in the RFP. To be considered, proposals must be submitted in the form and manner stated in the RFP complete with a Proposer's Certification Form signed by the proposer or its authorized representative, responses to all criteria and requirements included in the RFP, other documents required to be submitted, if any, and contain the number of copies required.

By submitting a proposal, proposer acknowledges that the proposer has read and understands the terms and conditions applicable to this RFP, and accepts and

agrees to be bound by the terms and conditions of the contract, including the obligation to perform the scope of work and meet the performance standards.

- D. A proposer may withdraw its proposal at any time prior to the deadline set for receipt of proposals, and may deposit a new sealed proposal in the manner stated in the RFP. The County may release an unopened proposal which has been withdrawn to the proposer or its authorized representative. The County will not consider proposals received after the time and date indicated for receipt of proposals. A proposer may not modify its proposal after it has been deposited with Lane County, other than to address for minor informalities, unless the proposal is withdrawn and resubmitted as described above.
- E. Proposals will be received by Deborah Heeszal, Sr. Program Services Coordinator, until 12:00pm on December 30, 2020. Proposals will be publicly opened immediately following the time proposals are due. Proposals must be submitted to [Deb.Heeszal@lanecountyor.gov](mailto:Deb.Heeszal@lanecountyor.gov).
- F. The County may issue an addendum to modify or add to the terms of the RFP, or to change the time or date for submission of proposals. Any addendum will be issued by the County in writing not less than seventy-two (72) hours prior to the deadline for receipt of proposals, and available on the County-Wide Bid Page. Each proposer is responsible to verify for itself if any addendum has been issued prior to submission of its proposal; the County is not responsible to notify individual prospective proposers of the issuance of an addendum. The requirements or clarifications contained in any addenda issued must be included in the proposal received and will become part of any resulting contract.
- G. The County may reject any proposal not in compliance with all prescribed procedures, requirements, rules, or laws, and may reject for good cause any and all proposals upon the County's finding that it is in the public interest to do so. The County may also:
  - 1. Issue a subsequent Request for Proposals for the same or similar goods or services
  - 2. Not award a contract for the requested services
  - 3. Waive any irregularities or informalities
  - 4. Issue more than one contract, dividing the services to be rendered and the remuneration to be paid
  - 5. Accept the proposal which the County deems to be the most beneficial to the public and to Lane County
  - 6. Negotiate with any proposer to further amend, modify, redefine or delineate its proposal.
  - 7. Further question any proposer to substantiate claims of experience, background, knowledge and/or ability
  - 8. Waive the need for reference checks, based on current or prior experience with and/or knowledge of the proposer
- H. The County will not examine any proposal prior to opening. All proposals submitted will be opened publicly at the time, date and place designated in the RFP by Deborah Heeszal, Sr. Program Services Coordinator. Any proposal or modification received after

the designated deadline will not be opened or considered.

- I. The proposals submitted will be open to public inspection after the issuance of notice of intent to award, with the exception of certain information covered by an exemption to disclosure.

### **Proposal Evaluation and Award**

- A. Proposals will be reviewed by the public officer for responsiveness to the minimum requirements established by RFP, which include:
  - (a) Submission of a completed Proposer's Statements and Certifications in the form included in this RFP.
  - b) Compliance with procedures, public contracting laws, and the requirements of the Lane Manual.
  - (c) Proposal of any applicable preferences for goods and services that have been manufactured, produced or performed in Oregon (ORS 279A.120), resident bidders (ORS 279A.120), recycled materials (ORS 279A.125), or printing performed within the State (ORS 282.210).
- B. Proposals will be reviewed for qualifications and completeness by Deborah Heeszal, Sr. Program Services Coordinator. Proposers must provide the following:
  1. Information required by Proposal Content section of the RFP
  2. Signed Proposers' Statements and Certifications
- C. Proposals will be reviewed by the proposal review committee. The proposal review committee will be made up of a Mental Health Care Coordinator, a Mental Health Supervisor and a Human Services Division Community Service Worker. The County will make the contract award based on the actual proposals received, on the basis of price, qualifications, experience, resources, proposed services, proposers' past record of performance for the County, and other factors identified in the RFP, as well as responses received from references, interviews, and follow-up questions, if any.
- D. Mistakes discovered after opening where the intended correct statement or amount is clearly evident or properly substantiated may be corrected. Where the intended correct statement or amount is not clearly evident or cannot be substantiated by accompanying documents, and where the statement or amount is material to determining compliance with the minimum requirements of the RFP, the proposal may not be accepted. The County reserves the right to waive technical defects, discrepancies and minor irregularities and to not award a contract when it finds such action to be in the public interest.
- E. The County will provide written notice of its intent to award to a given proposer or proposers by January 5, 2021.

- F. The County reserves the right to cancel a solicitation, or reject any or all proposals in whole or in part when the cancellation or rejection is in the County's best interests as determined by the County. This includes rejecting any proposal not in compliance with all prescribed public solicitation procedures and requirements, and for good cause, rejecting all proposals upon a finding that it is in the public interest to do so.

If all proposals are rejected, new proposals may be called for in a new solicitation, or the proposals received may be considered with opportunity for supplemental submission. If there is partial rejection, the County may solicit supplemental information only from those proposers who submitted proposals, on the condition that it is unlikely that re-advertising would lead to greater competition. Deborah Heeszal is delegated the authority to reject all proposals, prepare findings of best interests, and provide written notice of rejection of all proposals.

### **Clarification and Protest of Solicitation Documents**

If a clarification is necessary, an addendum will be issued in writing not less than seventy-two (72) hours prior to the deadline for receipt of proposals, and available on the County-Wide Bid Page. The addendum may postpone the date for submission of proposals by a minimum of five (5) calendar days. The requirements or clarifications contained in any addenda so issued must be included in the proposals received and will become part of any resulting contract.

The apparent silence of the solicitation documents regarding any detail, or the apparent omission from the RFP of a detailed description concerning any point, means that only the best commercial or professional practice, material, or workmanship is to be used.

A prospective proposer may protest the competitive selection process or provisions in the RFP documents if the prospective proposer believes the solicitation process is contrary to law or that a solicitation document is unnecessarily restrictive, legally flawed, or improperly specifies a brand name pursuant to the requirements of ORS 279B.405(2). Any written protest must be submitted to Deborah Heeszal at [Deb.Heeszal@lanecountyor.gov](mailto:Deb.Heeszal@lanecountyor.gov) by 12:00pm on December 21, 2020.

Lane County will consider the protest if the protest is timely filed and contains:

- (1) Sufficient information to identify the solicitation that is the subject of the protest;
- (2) The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
- (3) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- (4) The relief sought.

If the protest meets these requirements, the County will consider the protest and issue a decision in writing. If the protest does not meet these requirements, the County will promptly notify the prospective proposer that the protest is untimely or that the protest failed to meet these requirements and give the reasons for the failure. The County will issue its

decision on the protest not less than three (3) business days before proposals are due, unless a written determination is made by the County that circumstances exist that justify a shorter time limit. If a proposer finds discrepancies or omissions in the RFP documents, or is in doubt as to their meaning, the proposer must immediately notify Deborah Heeszal at [Deb.Heeszal@lanecountyor.gov](mailto:Deb.Heeszal@lanecountyor.gov).

## **Protest Process**

A respondent to an RFP that submitted a responsive proposal, and is not selected for award, may protest the award or recommendation for award of a contract based on RFPs submitted. Any protest must be received by the County within seven (7) days of the notice of recommendation or intent to award or, if no notice is given, of actual award.

Protests of award or intent to award will be considered by the Local Contract Review Board (LCRB), if the Board's action were required to award the contract. All other protests of intent of award will be considered by the County Administrator, or the Administrator's designee.

- (1) Requirements for protest.
  - (a) A protest of award of a public improvement contract must specify the applicable grounds for protest set forth in OAR 137-049-0450(4)(c), which is hereby adopted into this rule.
  - (b) All other protests of award must be in writing and specify the applicable grounds for the protest as set forth in ORS 279B.410(1).
  - (c) Any protest not in compliance with these rules may be rejected.
  
- (2) Review and determination.
  - (a) Upon receipt of a protest, the department must promptly notify both the evaluation committee and the proposer recommended for award that a protest has been received, and furnish each with a copy of the protest. Both the recommended proposer and the committee may, within three (3) calendar days from the date the protest was received, respond to the protest in writing.
  - (b) After a protest has been received, the Department that issued the RFP must prepare a written analysis of the protest and make a recommendation to the decision maker as to appropriate action to be taken.
  - (c) Contracts Requiring Board Action to Award. If the public officer determines there is sufficient merit to reject proposals, the public officer may do so. If, following any action by the public officer, any portion of the protest remains, the LCRB must be provided with, and may consider, a complete copy of the written record, and any other evidence provided, at a public meeting. At the public meeting the LCRB may, at the LCRB's discretion, allow the department that issued the RFP and the appellant an opportunity to address the protest. The LCRB may affirm, reverse, or revise an award, or may send the matter back to the Department for further action, and must issue its decision by Board Order.
  - (d) Contracts Not Requiring Board Action to Award. The County Administrator has authority to reject proposals, or to affirm, reverse, or revise the award, or send the matter back to the department for further action. The Administrator must deliver this decision to the LCRB. If, within seven (7) days, the LCRB elects to review the matter, the LCRB must be provided with and may consider a complete copy of the

written record, and any other evidence provided, at a public meeting. The LCRB may affirm, reverse, or revise an award, or may send the matter back to the Department for further action, and must issue its decision by Board Order. If the LCRB does not elect to review the matter within seven 7 days, the Administrator's decision will be final.

- (3) The procedures in this rule are mandatory to the extent they establish the time and manner for protests to be submitted to the County, including that the protest be in writing specifying the grounds and timely filed, and that there be a written response. The other protest procedures above are directory, and failure to follow or complete the action in the manner provided will not invalidate the County's decision.

## **PART II - PROGRAM INFORMATION**

### **Program Description**

Lane County is seeking a vendor to assist with outreach to those displaced by the Holiday Farm wildfire. Outreach will be done to those facing the greatest need including the aging and disabled populations and low-income individuals. The selected vendor will utilize four 1.0 FTE outreach case workers (Community Service Workers/Associate's level) and one .5 FTE Team Leader (Bachelor's/QMHA level.) as well as one .25 FTE administrative assistant to provide program support.

Outreach workers will:

- Work with individuals, families, and groups to provide outreach, emotional support, individual and group crisis counseling, public education, and referrals when needed.
- Represent program in the community and networks with other agencies and partners to ensure needs of survivors are met.
- Provide presentations to community groups on disaster reactions, coping skills, stress management, and the disaster response program.

The Team Leader will:

- Lead the team of crisis counselors in the field.
- May assist in the assessment of people who require traditional mental health or substance misuse treatment.
- Train, debrief, and provide supervision for the outreach workers.
- Use data to conduct ongoing needs assessment.
- Coordinate data collection activities and reviews data form submissions for accuracy.
- Provide coordination and oversight of the crisis counselors' plans of service.
- May perform crisis counseling as needed.

The program services will be largely delivered in the rural areas of the McKenzie Valley that were affected by the fire, an area of approximately 35 miles along Oregon Highway 126 from Leaburg to McKenzie Bridge. In addition, services will be provided to displaced evacuees in the metropolitan area of Eugene and Springfield, as well as the surrounding counties of Deschutes and Benton and Linn where some evacuees were sheltered.

### **Funding**

The budget for this program is \$282,241.26. The program budget has been approved by FEMA and is attached to this RFP.

### **Additional Program Information**

If applicants need additional information about any aspect of the program, questions and requests for information should be addressed to Deborah Heeszal at [Deb.Heeszal@lanecountyor.gov](mailto:Deb.Heeszal@lanecountyor.gov). Requested information to the extent it is available, will be provided to any applicant.

**PART III - CALENDAR OF EVENTS**

December 14, 2020.....	Request for Proposal Released
December 21, 2020 (12:00pm).....	Deadline for Commenting on or Protesting Specifications Believed to Limit Competition
December 30, 2020 (12:00pm).....	Proposals Due to Deb.Heeszel@lanecountyor.gov
January 5, 2021.....	Notification of Review E-mailed
January 12, 2021(12:00pm).....	Protests of Recommendations Due
January 26, 2021.....	Contracts Awarded
February 1, 2021.....	Anticipated Start Date of Services

## **PART IV- GENERAL INSTRUCTIONS**

- A. All responders to the Request for Proposals must respond to all items requested. Proposals which are incomplete or fail to include all items may be rejected.
- B. Submissions must include answers to the RFP questions and a completed and signed Respondent Statements and Certifications.
- C. In your responses, please follow the sequence of questions or documentation requested in all sections of the Request for Proposals.
- D. All proposals must be submitted as a single PDF document.
- E. Responders may comment on or object to any of the specifications of the Request for Proposals which they believe limit competition as outlined in the Clarification and Protest of Solicitation Documents section of this RFP.
- F. All protests of award must be filed within seven (7) calendar days after notice of the decision was mailed pursuant to LM 20.730

## **PART V – PROPOSAL CONTENT**

### **Required Documentation**

1. Describe your organization's experience providing crisis outreach services. Include information on experience working with individuals, families, and groups to provide outreach, emotional support, individual and group crisis counseling, public education, and referrals when needed.
2. Describe your agency's experience in managing federal funds, specifically FEMA funding.
3. Describe your agency's experience working within a disaster management structure to ensure program goals are achieved.
4. How much start-up time would your organization need prior to beginning services? What would be the start-up plan?
5. Please provide a statement indicating that your organization can provide the program requested per the attached FEMA approved budget.

# **RESPONDENT STATEMENTS AND CERTIFICATIONS**

(CONTRACT FORM D-2, 2020 EDITION)

*NOTE: this form is for use with RFQ and RFP responses only. For Bids, use Contract Form D-1.*

Respondent's Name: \_\_\_\_\_

RFQ or RFP Title: \_\_\_\_\_

## **RESPONDENT STATEMENTS**

**Respondent's Offer.** Respondent offers to provide the required goods or services in accordance with the requirements of the Request for Proposals (RFP) or Request for Qualifications (RFQ) stated above as stated in the enclosed response. The undersigned Respondent declares that Respondent has carefully examined the above-named RFP or RFQ, and that, if an award is made, Respondent will execute a contract with the County to furnish the goods or services required under the RFP or RFQ response submitted with this form. Respondent attests that the information provided is true and accurate to the best of the personal knowledge of the person signing this document, and that the person signing has the authority to represent the individual or organization in whose name the response is submitted.

**Respondent's Acceptance of Terms and Conditions.** By execution of this form, the undersigned Respondent accepts all terms and conditions of the RFP or RFQ except as modified in writing in its response. Respondent agrees that the offer made herein will remain irrevocable for a period of 60 days from the date responses are due.

**Respondent's Acknowledgement of Public Records Law.** By execution of this Form, the undersigned Respondent acknowledges that its entire response is subject to Oregon Public Records Law (ORS 192.410–192.505), and may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law. Respondent agrees that all information included in this bid that is claimed to be exempt from disclosure has been clearly identified either in the Respondent Statement, or in an itemization attached hereto. Respondent further acknowledges its responsibility to defend and indemnify the County for any costs associated with establishing a claimed exemption.

## **ADDENDA**

Respondent has received and considered, in the accompanying response, the terms of the following addenda, if any: \_\_\_\_\_

## **CERTIFICATIONS**

By signing this Respondent's Certification form, Respondent certifies that:

1. **Certification of Resident Bidder Status.** Respondent is \_\_\_\_\_ is not \_\_\_\_\_ (check one) a resident bidder, as defined in ORS 279A.120.
2. **Certification of Non-Discrimination.** Respondent has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.
3. **Certification of Non-Collusion.** This bid is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making a bid for the same services, and is in all respects fair and free from collusion or collaboration with any other Respondent.

4. **Certification of Compliance with Tax Laws.** Respondent has, to the best of Respondent's knowledge, complied with Oregon tax laws in the period prior to the submission of this bid, including:
- a. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
  - b. Any tax provisions imposed by a political subdivision of this state that applied to Respondent or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
  - c. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**The undersigned, by signature here, acknowledges, accepts, and certifies to the statements and certifications as stated above.**

**RESPONDENT**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Respondent's legal name

\_\_\_\_\_  
Name of authorized signer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax ID number

**CONTACT INFORMATION FOR THIS SUBMISSION**

\_\_\_\_\_  
Contact name

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Email address

**PART VI – CRITERIA FOR EVALUATION OF REQUEST FOR PROPOSALS**

**Holiday Fire Outreach Scoring Sheet**

Agency Name:

Reviewer:

Review Date:

<b>1</b>	Does the proposer indicate experience providing crisis outreach services? Does provider have experience providing crisis counseling? Public Education? Information and Referral services?  1    2    3    4    5    6    7    8    9    10		X3	<b>0</b>
<b>2</b>	Does the proposer have experience in management of federal funds? Does proposer have experience working with FEMA funding?  1    2    3    4    5    6    7    8    9    10		X2	<b>0</b>
<b>3</b>	Has proposer worked in an incident command structure or similar structure to achieve program goals?  1    2    3    4    5    6    7    8    9    10		X1	<b>0</b>
<b>4</b>	Is proposer able to begin services immediately? If not, does ramp up plan appear reasonable to achieve program goal?  1    2    3    4    5    6    7    8    9    10		x2	<b>0</b>
			<b>Total</b>	<b>0</b>

**PART VII- ATTACHMENTS**

FEMA Approved Budget  
Notice Regarding Oregon Corporate Activity Tax  
Lane County Contract

## FEMA APPROVED BUDGET

Budget Line Item Description					Total Funded Costs
<b>Direct Costs</b>					
<b>Direct Personnel Costs</b>	<b>No. of FTE</b>	<b>Hours per Day</b>	<b>Rate</b>	<b>Days</b>	<b>Total Funded Costs</b>
Outreach Workers for 39 weeks	4.00	8.00	\$20.18	189.00	\$122,048.64
Team Lead .5 time for 39 weeks	0.50	8.00	\$36.96	189.00	\$27,941.76
Administrative Assistant for 39 weeks	0.25	8.00	\$21.73	189.00	\$8,213.94
Fiscal/Contract Specialist for 39 weeks	0.25	8.00	\$27.16	189.00	\$10,266.48
<b>Personnel Total: <i>The total on this line should be reflected in line 6a. of the SF-424a.</i></b>					<b>\$168,470.82</b>
<b>Fringe</b>					<b>Total Funded Costs</b>
Calculated at 41.66%					\$ 70,184.94
<input checked="" type="checkbox"/> Check this box to confirm that this is the usual and customary rate for this organization.					
<b>Fringe Benefits Total: <i>The total on this line should be reflected in line 6b. of the SF-424a.</i></b>					<b>\$70,184.94</b>
<b>Direct Travel Costs</b>		<b>Miles</b>	<b>Rate</b>	<b>Days</b>	<b>Total Funded Costs</b>
100 miles/day for 2 teams = 1000 miles/week		200.00	\$0.57	189.00	\$21,546.00
<input checked="" type="checkbox"/> Check this box to confirm that these are the usual and customary rates for this organization.					
<b>Travel Total: <i>The total on this line should be reflected in line 6c. of the SF-424a.</i></b>					<b>\$21,546.00</b>
<b>Direct Supplies Costs</b>		<b>Unit Cost</b>	<b>No. of Units</b>		<b>Total Funded Costs</b>
General Office Supplies \$25/month x 4.5 staff = 112.50/month x 9 months = 1012.50		\$112.50	9.00		\$1,012.50
Printers		\$299	3		\$897.00
Toner cartridges 2 per printer		\$105	6		\$630.00
Computers / laptops for mobility		\$1,000	5		\$5,000.00
Computer software (microsoft office, virtual meetings, etc.)		\$150	5		\$750.00
Monthly computer wireless service connection \$50/month x 5 = 250/month		\$250	9		\$2,250.00
Phone		\$650	5		\$3,250.00
Phone service \$50/month x 5 =\$250/Month		\$250	9		\$2,250.00
<b>Supplies Total: <i>The total on this line should be reflected in line 6e. of the SF-424a.</i></b>					<b>\$16,039.50</b>
<b>Total Direct Charges: <i>The total on this line should be reflected in line 6i. of the SF-424a.</i></b>					<b>\$276,241.26</b>
<b>Contractual Media/Public Information Costs</b>					
					<b>Total Funded Costs</b>
Advertising for recruiting crisis counselors local paper \$500					\$500.00
Mail out to community households (9 months) 10,000 x .55					\$5,500.00
<b>Subtotal Media/Public Information Costs</b>					<b>\$6,000.00</b>
<b>Total Contractual Charges: <i>The total on this line should be added to the totals from all provider budgets and reflected in line 6f. of the SF-424a.</i></b>					<b>\$6,000.00</b>
<b>TOTAL STATE OR TRIBE COSTS</b>					<b>\$282,241.26</b>

## NOTICE REGARDING OREGON CORPORATE ACTIVITY TAX

The County is providing this notice to ensure Bidders and proposers are informed of the Corporate Activity Tax (CAT), effective January 1, 2020. Bidders and proposers must consider this tax and all other applicable taxes in preparing and submitting bids and proposals; the County will pay according to the contract amount(s) as submitted in the Bid or proposal, in accordance with the contract documents.

The following information is provided from the Oregon Department of Revenue:

In 2019, the Oregon Legislature established the Corporate Activity Tax (CAT) through House Bills 3427 and 2164. The CAT is expected to generate \$1 billion of revenue per year. Although the tax is called a Corporate Activity Tax, the tax applies to all business entity types, including sole proprietorships, partnerships, type C and S corporations, and others.

The CAT is measured on a business's commercial activity-the total amount a business realizes from transactions and activity in Oregon, regardless of whether the revenue is received from private parties or contracts with government entities such as Lane County.

The new law requires businesses with Oregon commercial activity in excess of \$1 million to file a CAT return, and those businesses with taxable commercial activity in excess of \$1 million must pay the tax. The CAT imposes a \$250 tax on the first \$1 million of gross receipts, after subtractions, and a 0.57 percent tax on gross receipts greater than \$1 million, after subtractions. Please be aware the Corporate Activity Tax:

- Is effective January 1, 2020.
- Applies to any business entity that conducts business in Oregon.
- Requires returns to be filed using a calendar tax year.
- Requires registration within 30 days after exceeding the \$750,000 registration threshold.
- Requires returns to be filed annually by April 15.

For more information and to receive updates by subscribing to the Oregon Department of Revenue (ODR) email notification list, visit the ODR website at [www.oregon.gov/dor](http://www.oregon.gov/dor) and click on the Corporate Activity Tax link. Bidders may also follow ODR at @Orrevenue on Twitter.

**If you have questions regarding the tax, you may call 503-945-8005 or email ODR at [cat.help.dor@oregon.gov](mailto:cat.help.dor@oregon.gov).**

SAMPLE LANE COUNTY CONTRACT - FOR INFORMATION ONLY

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and payment to CONTRACTOR by COUNTY as noted on the previous pages, for the periods of this Contract as previously designated, it is mutually agreed as follows-

1. CONTRACTOR REQUIREMENTS: CONTRACTOR will meet all requirements laid out in Exhibit A - Additional Terms and Conditions, including Business Associate Agreement language if included.
2. CONTRACTOR's Services: CONTRACTOR will perform as an independent contractor and not as an agent of the COUNTY, the necessary services to conduct the specific programs described in Exhibit B - Program Plan by this reference made a part hereof at a funding level described in Exhibit C - Budget Plan by this reference made a part hereof. CONTRACTOR will not deny service to any eligible Lane County resident on the grounds of inability to pay.
3. Match: CONTRACTOR will provide non-federal match at a level indicated in Exhibit D – Match by this reference made a part hereof.
4. Culturally Diverse and Appropriate Services: CONTRACTOR will demonstrate through its actions, an understanding and appreciation for diversity and difference in its clients and/or consumers. This will be demonstrated through the provision of equal access to services for all individuals. CONTRACTOR will respect and value gender, language, race, developmental ability, and socioeconomic diversity in its clients and will respect the client's right to privacy in such areas as religious faith, political beliefs, and sexual orientation. All individuals will be treated with dignity and respect regardless of gender, language, race, developmental ability, religion, political beliefs, sexual orientation, and socioeconomic level.

All services provided will be culturally, developmentally, and gender appropriate to the individuals receiving the service and will respect the privacy of the client. COUNTY reserves the right to review information regarding efforts to deliver services that benefit a diverse population.

5. Client Confidentiality: No information contained in a client record will be disclosed if such disclosure is prohibited by ORS 179.495 to 179.507, 45 CFR section 205.5 or 42 CFR Part 2, any administrative rule adopted by the State of Oregon implementing the foregoing laws, or any other applicable federal or state confidentiality law.
6. Reporting. CONTRACTOR agrees to prepare and furnish all reports and data required by COUNTY. This may include, but is not limited to the items described in a through d below. All required reports must be forwarded to monitor@islercpa.com within thirty (30) days of the end of the reporting period. If CONTRACTOR fails to provide reports within the required period, payment of monthly reimbursement may be withheld.
  - a. complete report of operating revenue and expenses for contracted services submitted to COUNTY quarterly.
    - i) Separate revenue accounts must be maintained for each income source and type listed in the approved budget.
    - ii) Separate expense accounts must be maintained for each program and/or service element provided.
    - iii) This financial report must include a detailed comparison of revenues and expenses to the approved budget for the period.

- b. A copy of corporate/organizational balance sheet, submitted to COUNTY quarterly.
  - c. Copies of the agenda and minutes of meetings of the board of directors submitted to COUNTY quarterly.
  - d. Any additional reports specified in Exhibit E - Special Reporting requirements.
7. Lane Manual: CONTRACTOR agrees to comply with the standard contract conditions of COUNTY described in Exhibit F by this reference made a part hereof.
8. Termination/Corrective Action:
- a. The COUNTY may terminate all or part of this Contract as specified below:
    - i. Immediately, upon written notice, if COUNTY does not obtain funding, appropriations and other expenditure authorization from COUNTY'S governing body, federal, state, or other sources sufficient to meet the payment obligations of COUNTY under this Contract, as determined by COUNTY in the reasonable exercise of its administrative discretion. The COUNTY will give more notice whenever possible.
    - ii. Upon 14 days advance written notice to CONTRACTOR, if CONTRACTOR fails to perform or discharge any obligation that CONTRACTOR is required to provide, perform or discharge under this Contract and such failure remains uncorrected at the end of said 14 day period.
    - iii. Immediately upon written notice, if federal or state regulations are modified or changed in such a way that services are no longer allowable for purchase under this contract.
    - iv. Immediately upon written notice to CONTRACTOR, if COUNTY determines that CONTRACTOR has endangered or is endangering the health or safety of a client or others. CONTRACTOR's failure to start service on the date specified by COUNTY in this Contract (or subsequent modifications) could, in COUNTY's sole discretion, be determined endangering to the health or safety of a client or others.
    - v. Immediately upon written notice if there is a denial, revocation, or non-renewal of any license, certificate, authorization or other approval required by applicable law or regulation to be held by the CONTRACTOR to provide services under this contract.
    - vi. Upon the date specified in a written notice, if CONTRACTOR fails to start service in this Contract (or subsequent modifications).
    - vii. Upon such notice as described in paragraph b and c below, if CONTRACTOR fails to comply with the terms of this contract.
  - b. In cases of failure to comply with terms of this contract, including cases of major violations, defined below, contract termination may, but is not required to be, preceded by a corrective action plan.
    - i. Major violations include, but are not limited to:
      - a. Acts or omissions which jeopardize the health or safety of clients, staff, or the public; and
      - b. Misuse of funds; and
      - c. Intentional falsification of records.
    - ii. In cases of failure to comply, written notice of non-compliance will be given and a corrective action plan may be developed by COUNTY or by COUNTY and CONTRACTOR. The plan will include specific activities to be conducted in order to permanently correct the procedures or practices which caused the violations. The plan will also include timelines

for achieving the stated activities. If these activities do not occur according to the corrective action plan, the Contract may be terminated by COUNTY immediately upon written notice.

- iii. In the event that non-compliance has been determined by the COUNTY to jeopardize the health and safety of clients, staff or the public, COUNTY may either:
  - a. Immediately suspend performance of services pending the development and implementation of a corrective action plan; or
  - b. Immediately upon written notice, terminate the contract.
  - c. If COUNTY determines no corrective action plan is appropriate, or if COUNTY and CONTRACTOR are unable to agree on a plan, COUNTY may terminate the Contract in accordance with the terms of any applicable ground stated in paragraph 8. a. i) – vii).
  - d. All or part of this Contract may be terminated by mutual consent of both parties.
  - e. All or part of this Contract may also be terminated by either party at any time for any reason or no reason upon thirty (30) days' notice in writing, subject to the following condition:

If the COUNTY has no alternative way to provide for the service, the Contract may not be terminated by the CONTRACTOR for convenience.
  - f. Upon thirty (30) days written notice, CONTRACTOR may terminate Contract if unable to perform due to substantial changes in conditions.
  - g. Termination will be without prejudice to any obligation or liabilities of either party accrued prior to such termination or notice of termination.
  - h. CONTRACTOR will not make expenditures, enter into agreements, or encumber funds paid by COUNTY after termination or notice of termination, without prior written approval from COUNTY.

9. Compliance with Law: Both parties will comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the conduct of Activities and or delivery of Services.

10. Records Maintenance, Access and Confidentiality.

- a. Access to Records and Facilities. The Secretary of State's Office of the State of Oregon, COUNTY, The Federal Government, and their duly authorized representatives will have access to the books, documents, papers and records of the CONTRACTOR and all Subcontractors that are directly related to this Contract, the financial assistance provided hereunder, or any Activity for the purpose of making audits, examinations, excerpts, copies and transcriptions. CONTRACTOR will include this provision in all Subcontractor Contracts and require all Subcontractors to include this provision in all subcontracts. In addition, CONTRACTOR will permit, and require all Subcontractors by contract to permit, authorized representatives of COUNTY to perform site reviews of all Activities of CONTRACTOR or of Subcontractor.
- b. Retention of Records. CONTRACTOR will retain and keep accessible and require all Subcontractors by contract to retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the financial assistance provided hereunder or any Activity, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination of this Contract. If there are unresolved audit or other questions at the end of the

three-year period, CONTRACTOR will retain the records until the questions are resolved.

- i. Expenditure Records. CONTRACTOR will document and require all Subcontractors by contract to document the expenditure of all financial assistance paid by COUNTY under this Contract. Unless applicable federal law requires CONTRACTOR or a Subcontractor to utilize a different accounting system, CONTRACTOR will create and maintain and require all Subcontractors by contract to create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit COUNTY to verify how the financial assistance paid by COUNTY under this Contract was expended.
- ii. Records Maintenance, Access, and Confidentiality. CONTRACTOR will maintain and will require all Subcontractors by contract to maintain a Client record for each client that receives a Service

11. Use of Data: CONTRACTOR agrees to, and does hereby grant COUNTY the right to reproduce use and disclose for COUNTY purposes, all or any of the reports, data and technical information furnished to COUNTY under the contract.

12. Recovery of Funds and Reallocation:

- a. CONTRACTOR's expenditures may be charged to this Contract only if they
  - i. are in payment for services performed under this contract;
  - ii. conform to applicable state and federal regulations and statutes;
  - iii. are in payment of an obligation incurred during the Contract period;
  - iv. are not in excess of 100 percent of program costs.

Any Contract funds spent for purposes not authorized by this Contract will be deducted from payments or refunded to the COUNTY no later than thirty (30) days after the contract's expiration.

- b. CONTRACTOR may not transfer funds provided under this Contract from one service element to another without prior written approval of COUNTY.
- c. In the event of early termination, cancellation, or suspension of this contract, the CONTRACTOR will submit a report of expenditures to the COUNTY. Any COUNTY funds on hand and not encumbered for authorized expenditures at the date of termination, cancellation, or suspension will be refunded to the COUNTY according to the instructions furnished to the CONTRACTOR by the COUNTY.
- d. Under the following circumstances, COUNTY may recover from CONTRACTOR the financial assistance paid to CONTRACTOR under this contract:
  - i. If CONTRACTOR fails to have an independent certified public accountant audit federal funds in a manner that complies with Exhibit G of this contract, COUNTY may recover from CONTRACTOR all federal funds paid to CONTRACTOR under this contract.
  - ii. If federal authorities demand repayment of all or a portion of the federal funds or disallow payment of all or a portion of the federal funds to COUNTY under this contract, COUNTY, may recover from CONTRACTOR that portion of the federal funds necessary to satisfy the federal repayment demand or disallowance.
  - iii. If an expenditure of financial assistance paid to CONTRACTOR under this Contract does not result in the delivery of a service in accordance with the terms and conditions of this contract, including but not limited to, the grant award, any specialized service requirements, and the relevant service description, COUNTY may recover the amount of the expenditure from CONTRACTOR.

13. Financial Statement: CONTRACTOR will provide COUNTY with a copy of a current financial statement. Special Federal Requirements, Exhibit G, notwithstanding, the financial statement will be provided on an annual basis; said financial statement to be completed within 150 days following completion of CONTRACTOR's fiscal year. Financial statement will be sent electronically to [monitor@isler.com](mailto:monitor@isler.com). The minimal level of assurance will be determined by the amount of funds CONTRACTOR received from COUNTY, as listed below. Title XIX and Beer and Wine Tax revenue are to be included in determining the amount of funds received.

\$250,000 and over – audited financial statement

\$100,000-\$250,000 – Review Statement

Under \$100,000 – Compilation Statement certified as complete and accurate by the agency director with the following agreed-upon procedures:

- Identification of Lane County funding in the financial statements (where is it presented and how much has been recognized) and the concentration percentage of Lane County funding to revenue and support from all sources.
- Provision of the following ratios: current, debt to net assets, A/R turnover, days expenditures in unrestricted net assets
- Identification of any adjustments the accounting records made as part the compilation statement

The audited financial statement and the review statement will be prepared by an independent certified public accountant. The compilation statement may be prepared by either a public accountant or a certified public accountant.

The audited financial statement and the review statement will include a management letter from the accounting CPA.

**SPECIAL NOTE: SINGLE AUDIT\*\***

Non-profit organizations that expend \$750,000.00 or more in a year in federal awards will have a single or program-specific audit conducted for that year in accordance with the OMB's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

14. Ownership of Intellectual Property.

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by CONTRACTOR or a Subcontractor in connection with the activities or services under this Contract. With respect to that portion of the intellectual property that the CONTRACTOR owns, CONTRACTOR grants the State of Oregon and COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Contract that restrict or prohibit dissemination or disclosure of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 32.a.(i) on the Agency's behalf, and (iii) sublicense to third parties the rights set forth in Section 32.a.(i).
- b. If state or federal law requires that the State of Oregon, COUNTY or CONTRACTOR grant to the United States a license to any intellectual property, or if state or federal law requires that the State of Oregon, COUNTY or the United States own the intellectual property, then CONTRACTOR will execute such further documents and instruments as COUNTY may reasonably request in order to

make any such grant or to assign ownership in the intellectual property to the United States, State of Oregon or COUNTY. To the extent that the State of Oregon or COUNTY becomes the owner of any intellectual property created or delivered by CONTRACTOR in connection with the services or activities under this Contract, the State of Oregon or COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Contract that restrict or prohibit dissemination or disclosure of information to CONTRACTOR to use, copy, distribute, display, build upon and improve the intellectual property.

- c. CONTRACTOR will include in its Subcontractor Contracts terms and conditions necessary to require that Subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

15. Multiple Counterparts: This Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract and any amendments so executed will constitute an original.

16. Proselytization: If CONTRACTOR represents that it is, or may be deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes, which is supervised or controlled by, or in connection with a religious or denominational institution or organization, then CONTRACTOR certifies that:

- a. CONTRACTOR agrees to provide public services in a manner free from religious influence;
- b. CONTRACTOR will not discriminate in employment practices based on religion;
- c. CONTRACTOR will not discriminate against program applicants based on religion;
- d. CONTRACTOR will not give preference to certain religions in the provision of services;
- e. CONTRACTOR will provide no religious instructions while providing the public services;
- f. CONTRACTOR will not provide religious services or other forms of proselytizing while providing the public services; and CONTRACTOR will exert no other religious influence in providing services.

17. Contractor Certifications: By execution of this Contract, CONTRACTOR certifies under penalty of perjury the following:

- a. The person signing this Contract has authority to execute this Contract on behalf of CONTRACTOR and to bind CONTRACTOR to its terms.
- b. CONTRACTOR is in compliance with and will abide by all federal requirements described in Exhibit G.
- c. CONTRACTOR has not discriminated against minority, women or small business enterprises or a business that is controlled by or that employs a disabled veteran as defined in ORS 408.225.
- d. CONTRACTOR will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Services.
- e. CONTRACTOR prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- f. CONTRACTOR has, to the best of its knowledge, complied with Oregon tax laws

in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:

- All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed; and
- Any rules, regulations, charter provisions or ordinances that implemented or enforced any of the forgoing tax laws or provisions.

- g. Pursuant to ORS 305.385(6) and OAR 150-305-0302, the person signing this Contract hereby swears and affirms under penalty of perjury that, to best of their knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380 (4).

## **Exhibit A**

### **Additional Terms and Conditions**

**EXHIBIT A**  
**HIPAA PROVISIONS**

For purposes of this Exhibit, COUNTY refers to Lane County, on behalf of a county designated covered program or function under HIPAA and in compliance with the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulates, 42 USC §290dd-2 and 42 CFR Part 2 (collectively “Part 2”).

The parties agree that the following terms and conditions apply to the performance of their obligations under the Service Contract into which this Exhibit is being incorporated. Contractor is providing services to a County program designated as a covered healthcare component and such services will require disclosure and use of Protected Health Information ("PHI"), including electronic PHI, as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). HIPAA Privacy and Security Rules require that covered entities obtain satisfactory assurances that its Business Associates will comply with the Business Associate requirements of the Privacy Rule set forth in 45 CFR 164.502(e) and 164.504(e), and the Security Rule set forth in 45 CFR 164.314, and Contractor desires to provide such business associate assurances with respect to the performance of its obligations.

## ARTICLE 1. Terms

1.1 Terms used, but otherwise not defined, in this Exhibit have the same meaning as those terms in HIPAA and 45 CFR Parts 160 and 164 (Privacy and Security Rules), and as amended.

1.2 "Business Associate" generally has the same meaning as the term "business associate" at 45 CFR 160.103.

1.3 "Breach Notification Rule" means the requirement of notification in the case of breach of unsecured protected health information at 45 CFR 164.410 as this may be amended from time to time.

1.4 "Covered Entity" generally has the same meaning as the term "covered entity" at 45 CFR 160.103

1.5 "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.6 "Individual" has the same meaning as the term "individual" in 45 CFR 164.501 and generally means the person who is the subject of protected health information. It also includes a person who qualifies as a personal representative pursuant to 45 CFR 164.502(g).

1.7 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E and as these may be amended from time to time.

1.8 "Protected Health Information (PHI)" as defined in the Privacy Rule in 45 CFR 164.501, means any PHI received, used, created or disclosed by Contractor from or on behalf of the County's covered component. It relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present, or future payment for the provision of health care to an Individual and identifies the Individual or there is a reasonable basis to believe the information can be used to identify the Individual.

1.9 "Required by Law" has the same meaning as the term in 45 CFR 164.501.

1.10 "Secretary" means the Secretary of the federal Department of Health and Human Services (HHS) or their designee.

1.11 "Security Rule" means the standards for security of PHI in subpart A and "Subpart C - Security Standards for the Protection of Electronic Protected Health

Information", beginning 45 CFR § 164.302, and particularly requirements for business associates in 45 CFR § 164.308(b) and 45 CFR § 164.314(a). The Security Rule is a subpart of the Privacy Rule.

## ARTICLE 2. Permitted Uses and Disclosures in Performing Services

21 The parties agree that the following terms and conditions apply to Contractor's performance of obligations under the Services Contract.

22 Contractor is authorized to access, receive, use or disclose PHI for the express purpose of performing the services under the Services Contract. Except as otherwise expressly permitted and as limited in this Exhibit or as Required by Law, Contractor may use or disclose PHI to perform the functions, activities or services for, or on behalf of, the County, set forth in the Services Contract and provided that such use or disclosure would not violate the Privacy, Security or Breach Notification Rules or any more stringent state law provisions if performed by County. Further use or disclosure other than as permitted or required by this Exhibit or as Required by Law is prohibited.

23 Except as otherwise limited in this Exhibit, Contractor may use PHI for the proper management and administration of its business or to carry out its legal responsibilities.

24 Contractor may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by County. Except as otherwise limited in this Exhibit, Contractor may disclose PHI:

2.4.1 For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Contractor.

2.4.2 For the proper management and administration of its business, provided that disclosures are Required by Law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies, in writing, the Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

2.4.3 For Data Aggregation services to County as requested by County and permitted by 45 CFR § 164.504(e)(2)(i)(B).

25 Contractor may use PHI to report violations of law to appropriate Federal and State authorities subject to the conditions in 45 CFR §164.502(j)(1).

### ARTICLE 3. Obligations and Activities of Contractor

31 Contractor shall not create, receive, use or disclose PHI other than as permitted or required by this Exhibit or as provided by law. Contractor further agrees to use or disclose PHI only on behalf of, or to provide services to, the County in fulfilling Contractor's obligations under the Services Contract and to not make uses or disclosures that would violate the Privacy Rule or violate the minimum necessary standard of the Privacy Rule. Unless otherwise imposed by law, Contractor will limit its uses and disclosures of, and requests for, PHI (a) when practical, to the information making up a limited data set; and (b) to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

32 Contractor is directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent as the County. This includes, but is not limited to additional security and Privacy Rule requirements in HITECH made applicable to covered entities, and those are incorporated into this Exhibit as Contractor's obligations.

33 Contractor will safeguard all PHI according to the terms of this Exhibit and all HIPAA regulations. Contractor shall implement administrative, physical and, technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI that it accesses, creates, receives, maintains or transmits on behalf of the County pursuant to Privacy and Security Rules, including 45 CFR Part 164, Subpart C. Contractor acknowledges its statutory duty to provide safeguards as if it were a covered entity in accordance with 45 CFR 164.308 (Administrative Safeguards); 45 CFR 164.310 (Physical Safeguards); 45 CFR 164.312 (Technical Safeguards) and agrees to follow any guidance which may be issued by the Secretary. Contractor agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Exhibit.

34 Contractor agrees to comply with all applicable law and regulations regarding misuse, improper disclosure, and security incidents or breaches, including but not limited to HIPAA, Health Information Technology for Economic and Clinical Health (HITECH) Act, any implementing regulations or more stringent state law. Contractor agrees to report to the County any use or disclosure of PHI or other data not provided for by this Exhibit and any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, interference with system operations in an information system or security incident or breach of which it becomes aware, as soon as possible.

3.4.1 Contractor will notify County of any use or disclosure of PHI not provided for by this Exhibit, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, following the first day on which Contractor (or its employee, officer or agent) knows or should have known of such use or disclosure.

3.4.2 Contractor shall provide County with the identity of each Individual whose PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during such Breach or security incident and all other information set forth in 45 CFR 164.404(c) or required by law or other regulation or as may be required by County for County to meet its notification obligations. Contractor shall provide this information at the time of providing County with notice of Breach or security incident or promptly thereafter as it becomes available;

3.4.3 Contractor shall confer with County as to the preparation and issuance of appropriate notice(s). Time is of the essence in this obligation to confer with County.

3.4.4 Notifications required by this section are required to be made without unreasonable delay and in no case later than 60 calendar days after the Discovery of a Breach or security incident (except where a law enforcement official determines a delay due to criminal investigation or national security is warranted). Accordingly, Contractor shall notify the County of a Breach or security incident as soon as possible, and make every effort to provide required information no later than 30 days after Discovery of a Breach or security incident. Contractor shall confer with County as soon as practicable.

35 Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI or breach of unsecured PHI by Contractor that violates the requirements of this Exhibit. Contractor agrees to report to the County, the remedial action taken or proposed to be taken with respect to such use or disclosure. In the event Contractor fails to mitigate in accordance with this provision, Contractor shall cooperate with and conduct any mitigation efforts requested by County.

36 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) Contractor shall ensure that any agent, including any subcontractor that creates, receives maintains or transmits PHI or makes PHI available, executes an agreement with the same terms, conditions, and restrictions that apply through this Exhibit to Contractor with respect to such information This includes ensuring that any agent, including subcontractor, agrees to implement reasonable and appropriate safeguards to protect electronic PHI.

37 The parties do not anticipate that, at any point in time, the County will be unable to access and control PHI that it uses, discloses or creates or that any change to PHI required below would affect Contractor's performance under the Service Contract(s). However, in the event Contractor does have access and control of PHI in a Designated Record Set of the County:

a. At the request of the County and within five business days, and unless directed otherwise, Contractor shall provide access of their PHI to an Individual to meet the requirements under 45 CFR § 164.524.

b. Contractor shall make any amendment(s) or take other measures as necessary to satisfy Contractor's obligations , to PHI that the County directs or

agrees to pursuant to 45 CFR § 164.526 at the request of the County or an Individual with 10 working days of the request.

c. Contractor shall document such disclosures of PHI and information related to such disclosures as are required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. On request of the County, Contractor shall provide the documentation made in accordance with this Exhibit to permit County to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 within 10 working days.

d. As to Contractor's obligations in 3.7. a., b., and c. above, Contractor shall document and retain for six years from the date of creation or date last in effect, whichever is later:

i. The titles of the person or offices responsible for receiving and processing requests for access, for amendments, and for accounting of disclosures; and

ii. The PHI that are subject to access by individuals under 45 CFR 164.524, subject to the County's direction otherwise;

iii. The written accounting that is provided to the individual;

iv. The information required to be included in the accounting in paragraph (c) above.

38 Contractor agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by, or made available or accessed by Contractor on behalf of the County, available to the County or to the Secretary within five business days or within the time frame designated by the Secretary, for purposes of determining the County's compliance with HIPAA Rules, or for audit purposes.

39 Contractor is solely responsible for determining its obligation to use and the provisions of any Notice of Privacy Rights consistent with the HIPAA Privacy Rule and its services to the extent that they may affect Contractor's creation, receipt, use or disclosure of PHI. Contractor shall rely on its own judgment, and County's Notice of Privacy Rights has been made available as an example only.

#### ARTICLE 4. Obligations of County's Covered Component

4.1 The County shall notify Contractor of any restrictions, limitations, changes in, or revocation of, permission by Individual to access, receive, use or disclose PHI, to the extent that Contractor's access, receipt, use or disclosure of PHI may be affected.

4.2 The County will not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the County, unless the Contractor will use or disclose PHI for data aggregation for County or management and administrative activities of Contractor.

## ARTICLE 5. Term and Termination

5.1 The term of this Exhibit begins on the effective date of the Service Contract/Amendment incorporating this Exhibit, and terminates when all of the PHI provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, and all ability to access such information is terminated, or if it is infeasible to return or destroy PHI, protections are extended to the information in accordance with the termination provisions in this Exhibit.

5.2 Termination for Cause. In addition to any other rights or remedies provided in this Exhibit, upon either the County's or Contractor's knowledge of a material breach by the other party of that party's obligations under this Exhibit, the non-breaching party shall:

a. Notify the other party of the breach and provide a reasonable opportunity in a notice of breach to cure the breach or end the violation and terminate the Services Contract(s) if Contractor does not cure the breach or end the violation within the time specified. Contractor shall notify County in writing of the actions taken to cure the breach or end the violation; or

b. Immediately terminate the Services Contract(s) if there has been a breach of a material term of this Exhibit and cure is not possible in the reasonable judgment of the non-breaching party; or

c. If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary;

d. The County's remedies under this Exhibit and Services Contract(s) are cumulative and the exercise of any one remedy does not preclude the exercise of any other.

5.3 Except as provided in subsection 5.4 or 5.5, upon termination of the Services Contract(s), for any reason, Contractor shall, at the County's option, return or destroy all PHI belonging to the County, or created or received by Contractor on behalf of the County if in Contractor's possession. This provision applies to PHI that is in the possession of subcontractors or agents of Contractor. Contractor and subcontractors or agents shall not retain any copies of the PHI.

5.4 In the event that Contractor determines that returning or destroying PHI is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon written agreement by the County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Exhibit, including compliance with Subpart C of 45 CFR Part 164 with respect to electronic PHI to such PHI and limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI.

5.5 If PHI is retained by Contractor under subsection 5.4 above, Contractor shall not use or disclose the PHI retained other than for the purposes for which such PHI was retained and subject to the same conditions set out in Article 2 of this Exhibit that applied prior to termination. Contractor shall return to County the PHI retained

when it is no longer needed for its proper management and administration or to carry out its legal responsibilities.

5.6 If it is infeasible for the Contractor to obtain any PHI in the possession of a subcontractor or agent, the Contractor shall provide the notification in 5.4 above within five business days upon learning of the infeasibility. The Contractor shall require the subcontractor or agent to agree to extend the protections as in 5.4 above.

## ARTICLE 6. Miscellaneous

### 6.1 Amendment; waiver.

a. The parties agree to take such action as is necessary to amend this Exhibit from time to time in order for the County to comply with the requirements of the HIPAA Rules and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. The parties agree that any modifications to those laws modify the obligations of the parties to this Exhibit without the need for formal amendment of this Exhibit. Any other modifications, alterations, variations, or waivers of any provisions are valid only when then have been executed in writing.

b. As of the effective dates for each applicable section in HITECH, Contractor acknowledges its statutory duties include, among other duties:

i. Complying with HIPAA Security rules regarding administrative, physical and technical safeguards, as well as policies and procedures and maintenance of documentation (45 CFR 164.316).

ii. Using and disclosing PHI only in compliance with the business associate contract provision rule, 45 CFR 164.504(e). which provisions have been incorporated into this Contract.

iii. Not receiving direct or indirect remuneration in exchange for PHI unless permitted by the Act or regulations issued by the Secretary.

iv. Complying with all other applicable provisions of HITECH, including but not limited those relating to security and breaches of unsecured PHI and those that are made applicable to covered entities, as if Contractor were a covered entity.

c. No provision in this Exhibit is waived unless in writing, and duly executed. A waiver with respect to one event does not constitute a continuing waiver, or act as a bar to or waiver of any other right or remedy under this Exhibit or the Services Contract(s).

6.2 Survival. The respective rights and obligations of the parties under the following paragraphs survive the termination of the Services Contract(s) :

a. Subsection 3.7d of the section "OBLIGATIONS AND ACTIVITIES OF CONTRACTOR"

b. Subsections 5.3, 5.4, 5.5, 5.6 of the section "TERM AND TERMINATION"

c. Subsections 6.1, 6.2, 6.3, and 6.4, of the section "MISCELLANEOUS" survive the termination of the Services Contract(s).

6.3 Interpretation; order of precedence. Any ambiguity in this Exhibit must be resolved to permit the County to comply with HIPAA and the regulations promulgated in support. The terms of this Exhibit supplement the terms of the Services Contract(s) and, whenever possible, all terms and conditions of this Exhibit and the Service Contract(s) are to be harmonized. In the event of a conflict between the terms of this Exhibit and the terms of the Service Contract(s), the terms of this Exhibit control, provided that this Exhibit does not supersede any other federal or state law or regulation governing the legal relationship of the parties, or the confidentiality of records or information, except to the extent that HIPAA preempts those laws or regulations. In the event of any conflict between the provisions of the Service Contract(s) as amended by this Exhibit and the HIPAA Rules, the HIPAA Rules control.

6.4 Indemnity. In addition to any other indemnification obligations of Contractor in the Services Contract(s), Contractor shall save, hold harmless, and indemnify the County and its Commissioners, officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, monetary penalties imposed, costs, and expenses of any nature whatsoever resulting from or arising out of Contractor's, or its agent's or subcontractor's performance or failure to perform under this Business Associate Exhibit or the Services Contract(s), including but not limited to, unauthorized use or disclosure of PHI, or breach of security, privacy or integrity of PHI. Without limiting the generality of the preceding indemnity obligation, Contractor shall also indemnify County consistent with the preceding, including for any claim related to its failure to mitigate and to County's request or failure to request mitigation in Section 3.5, Contractor shall be liable to and indemnify County for any and all costs incurred by the County, including but not limited to, costs associated with Breach notification requirements of HITECH or any other applicable law or rule because of a breach by Contractor.

## Article 7. Qualified Service Organization Agreement

7.1 A Qualified Service Organization (QSO) is a person or agency that provides services—"such as data processing, dosage preparation, laboratory analyses, vocational counseling, or legal, medical, accounting, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy" (42 CFR 2.11)—to an Alcohol or Drug treatment program that the program does not provide for itself. As the provision of such services may entail patient identifying disclosures, the outside agency must be "qualified" to communicate freely with the treatment program. To become qualified, the QSO must enter a written agreement with the program in which it acknowledges that it is bound by the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively "Part 2") and agrees to resist unauthorized efforts to gain access to any patient identifying information that may come into its possession.

7.2 If Contractor is both a Business Associate (BA) and a Qualified Service Organization (QSO) of County, to the extent that in the performance of services for County, it uses, discloses, maintains, or transmits protected health information (PHI) that is protected by Part 2, Contractor acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such patient records or PHI, it is fully bound by

the Part 2 regulations; and, if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.

7.3 Notwithstanding any other language in this Agreement, Contractor acknowledges and agrees that any patient information it receives from County that is protected by Part 2 is subject to protections that prohibit Contractor from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

7.4 Contractor acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.

**Exhibit B**  
**Program Plan**

## **Exhibit C**

### **Budget**

### FY19-21 CFDA Information

Service Description	Service Description Name	Vendor or Sub-recipient	Federal Funding Source	CFDA #(s)
A&D 03	System Management and Coordination-AddictionServices		N/A	
A&D 60	Start-Up - Addiction Services		N/A	
A&D60	HousingAssistance		N/A	
A&D 61	Adult Addiction Treatment, Recovery & Prevention Residential Treatment Services	Sub-recipient	SAPT	93.959
A&D 62	Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder ResidentialTreatment	Vendor	TANF	93.558
A&D 63	Peer Delivered Services	Sub-recipient	SAPT	93.959
A&D 64	HousingAssistance		N/A	
A&D 65	Intoxicated Driver Program Fund (IDPF)		N/A	
A&D 66	Community Behavioral and Addiction Treatment, Recovery & Prevention Services	Sub-recipient	SAPT	93.959
		Sub-recipient	SOR	93.788
A&D 67	Addiction Treatment, Recovery & Prevention Residential & Day Treatment Capacity	Sub-recipient	SAPT	93.959
A&D 71	Youth Addiction, Recovery & Prevention Residential Treatment Services		N/A	
A&D 80	Problem Gambling Prevention Services		N/A	
A&D 81	Problem Gambling Treatment Services		N/A	
A&D 82	Problem Gambling Residential Services		N/A	
A&D 83	Problem Gambling Respite Treatment Services		N/A	
A&D 84	Problem Gambling Client Finding Outreach Services		N/A	
MHS 01	System Management and Coordination		N/A	
MHS 04	Aid and Assist Client Services		N/A	
MHS 05	Assertive Community Treatment Services		N/A	
MHS 08	Crisis and Acute Transition Services (CATS)		N/A	
MHS 09	Jail Diversion		N/A	

<b>Service Description</b>	<b>Service Description Name</b>	<b>Vendor or Sub-recipient</b>	<b>Federal Funding Source</b>	<b>CFDA #(s)</b>
MHS 10	Mental Health Promotion and Prevention Services		N/A	
MHS 12	Rental Assistance Program Services		N/A	
MHS 13	School Based Mental Health Services		N/A	
MHS 15	Young Adult Hub Programs (YAHP)		N/A	
MHS 16	Peer Delivered Services (PDS)		N/A	
MHS 16A	Veterans Peer Delivered Services		N/A	
MHS 20	Non Residential Adult Mental Health Services for Adults	Sub-recipient	MHBG	93.958
MHS 22	Non Residential Adult Mental Health Services for Child and Youth		N/A	
MHS 24	Acute and Intermediate Psychiatric Inpatient Services		N/A	
MHS 25	Community MH Crisis Services for Adults and Children		N/A	
MHS 26	Non-Residential Mental Health Services for Youth & Young Adults in Transition		N/A	
MHS 26A	Early Assessment and Support Alliance (EASA)		N/A	
MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In Transition		N/A	
MHS 28	Residential Treatment Services		N/A	
MHS 28A	Secure Residential Treatment Facility		N/A	
MHS 30	Monitoring, Security and Supervision Services for Individuals Under the Adult and Juvenile Panels of the Psychiatric Security Review Board		N/A	
MHS 31	Enhanced Care/Enhanced Care Outreach Services		N/A	
MHS 34	Adult Foster Care Services		N/A	
MHS 35	Older/Disabled Adult Mental Health Services		N/A	
MHS 35A	Gero-Specialist		N/A	
MHS 35B	APD Residential		N/A	
MHS 36	Pre-Admission Screening and Residential Review Services (PASRR)		N/A	
MHS 37	Start-Up Community Mental Health		N/A	
MHS 38	Supported Employment Services		N/A	

<b>Service Description</b>	<b>Service Description Name</b>	<b>Vendor or Sub-recipient</b>	<b>Federal Funding Source</b>	<b>CFDA #(s)</b>
MHS 39	Projects For Assistance In Transition From Homelessness Services (PATH)		N/A	
PE 01-01	State Support for Public Health (SSPH)		N/A	
PE 01-04	LPHA COVID-19 Response		N/A	
PE 01-05	COVID-19 Active Monitoring	Sub-recipient	TBD/ Coronavirus Relief Fund	21.019
PE 01-06	Regional COVID-19 Active Monitoring	Sub-recipient	TBD/ Coronavirus Relief Fund	21.019
PE 03	Tuberculosis (TB) Services		N/A	
PE 07	HIV Prevention Services	Sub-recipient	CDC/HIV AIDS Surveillance	93.940
PE 10	Sexually Transmitted Disease (STD)		N/A	
PE 12	Public Health Emergency Preparedness Program (PHEP)	Sub-recipient	DHHS/Public Health Emergency Preparedness	93.069
PE 13-01	Tobacco Prevention and Education Program (TPEP)		N/A	
PE 27	Prescription Drug Overdose Prevention(PDOP)	Sub-recipient	CDC Injury Prevention and Control Research and State and Community Based Programs	93.788
PE 36	Alcohol and Drug Prevention Education Program	Sub-recipient	SAMHSA/Alcohol & Drug Prevention Education Program	93.959
PE 40	Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Services	Sub-recipient	Agriculture/Special Supplemental Nutrition Program for Women, Infants & Children	10.557
PE 42	Maternal, Child and Adolescent Health (MCAH) Services	Sub-recipient	HRSA/Maternal & Child Health Block Grants Title XIX Medicaid Admin/Medical Assistance Program	93.994 93.778
PE 43	Immunization Services	Vendor	Title XIX Medicaid Admin/Medical Assistance Program	93.268
PE 44	School Based Health Centers (SBHC)		N/A	
PE 46	Reproductive Health Community Participation & Assurance	Sub-recipient	N/A	
PE 50	Safe Drinking Water (SDW) Program	Vendor	EPA Public Water System Supervision; EPA/Safe Drinking Water State Revolving Fund	66.432 66.468

Service Description	Service Description Name	Vendor or Sub-recipient	Federal Funding Source	CFDA #(s)
PE 51	Public Health Modernization: Regional Partnership Implementation		N/A	
HS	Healthy Start		N/A	
HSGF	Healthy Start General Fund		N/A	
MIECHV	Nurse Family Partnership	Sub-recipient	HRSA	93.505
SPF PFS	Strategic Prevention Framework Partnership for Success	Sub-recipient	SAMHSA	92.243
SAPT	Substance Abuse Treatment Block Grant	Sub-recipient	SAMHSA	93.959
CARES-CRF	Coronavirus Relief Fund	Sub-recipient	TBD/ Coronavirus Relief Fund	21.109
CDBG	Community Development Block Grant	Sub-recipient	HUD	14.218
CSBG	Community Services Block Grant	Sub-recipient	HHS	93.569
CARES CSBG	Community Services Block Grant (Coronavirus Relief)	Sub-recipient	HHS	93.569
COC	Continuum of Care	Sub-recipient	HUD	14.288
ESG	Emergency Solutions Grant	Sub-recipient	HUD	14.231
EHA	EmergencyHousing Assistance		State Funding	
ERA	Elderly Rental Assistance		State Funding	
SHAP	State Homeless Assistance Program		State Funding	
SNAP 50/50	Supplemental Nutrition Assistance Program	Sub-recipient	Department of Agriculture	10.561
HSC	Human Services Commission		Local Funding	
HSP	Housing Stabilization Program	Sub-recipient	HHS	93.558
HTBA	HOME Tenant Based Assistance Program	Sub-recipient	HUD	14.239
HUD	Housing and Urban Development Continuum of Care Grants	Sub-recipient	HUD	14.267
LIRHF	Low Income Rental Housing Fund		State Funding	
LIHEAP	Low Income Home Energy AssistanceProgram	Sub-recipient	HHS	93.568
LIHEAP WX	Low Income Home Energy AssistanceProgram Weatherization	Sub-recipient	HHS	93.568
OEAP	Oregon Energy Assistance Program		State Funding	
BPA	Bonneville Power Administration WeatherizationProgram	Sub-recipient	DOE	81.XXX

<b>Service Description</b>	<b>Service Description Name</b>	<b>Vendor or Sub-recipient</b>	<b>Federal Funding Source</b>	<b>CFDA #(s)</b>
CARES-EA	Coronavirus Energy Assistance and Weatherization	Sub-recipient	HHS	93.568
DOE WAP	Department of Energy Weatherization Assistance Program	Sub-recipient	DOE	81.042-42
ECHO	EnergyConservation Helping Oregonians Weatherization AssistanceProgram		State Funding	
SAMHSA	Substance Abuse and Mental Health Services Administration	Sub-recipient	SAMHSA	93.243
CARES	Coronavirus Relief Fund			
BRS	Behavioral Rehabilitation Services	Vendor	HHS MAP	93.778 93.767
JCP	Juvenile Crime Prevention		State	
JCP BASIC	Juvenile Crime Prevention Basic Services		State	
JCP DIVER	Juvenile Crime Prevention Diversion Services		State	
OYA FLEX	Oregon Youth Authority IndividualizedServices		State	
Serbu	Serbu Foundation		Private	
TITLE II	Title II Formula Grant		OJJDP	16.54
BLM	Bureau of Land Management		Secure Rural Schools	15.234

FY19-21 CFDA

**Exhibit D**

**Match**

**Not Applicable**

## **Exhibit E**

### **Special Reporting Requirements**

## **Exhibit F**

### **Lane County Standard Provisions**

## STANDARD COUNTY CONTRACT CONDITIONS

### 1. CONTRACTOR'S STATUS

- 1.1 **Independent Contractor Status.** The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent Contractor that is not an officer, employee or agent of the County as those terms are used in ORS 30.265.
- 1.2 **Contractor's Responsibilities.** Notwithstanding the Oregon Tort Claims Act or the provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract, whether due on account of Contractor or Contractor's subcontractor, if any.
- 1.3 **Contractor Not Employee.** Contractor is not currently employed by County and will not be under County's direct control, and will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.
- 1.4 **Reporting of Payments.** Contractor acknowledges that County will report the total amount of all payments made under this Contract, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

### 2. INSURANCE AND INDEMNIFICATION

- 2.1 **Contractor's Required Insurance.** Contractor must provide and maintain all insurance called for in Exhibit H entitled "Insurance Coverages Required" and must notify Lane County of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by the County, and has obtained the County's approval as to limits, form, and amount. Coverage must include an Additional Insured Endorsement that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
- 2.2 **Contractor to Maintain Insurance.** Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Contractor.
- 2.3 **Workers' Compensation.** Contractor, its subcontractors, and all employers working under this Contract are subject employers under Oregon Workers' Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.
- 2.4 **No Limitation.** Nothing contained in these insurance requirements limits the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.
- 2.5 **Contractor's Indemnification.** To the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's performance of or failure to perform under this Contract. The provisions of the foregoing notwithstanding, Contractor will not be required to indemnify County for any liability arising solely out of wrongful acts of County's own officers, agents, or employees.
  - 2.5.1 If the Work of this Contract includes work product or any tangible or intangible items delivered to County under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, this indemnification shall extend to any claim that the County's use thereof infringes any patent, copyright, trade secret, trade mark, or other proprietary right of any third party..

### 3. CONTRACTOR'S OBLIGATIONS

- 3.1 Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Contract, unless County has good cause and the Contract provides otherwise.
- 3.2 Contractor must make all provisions of the Contract applicable to any subcontractor performing work under the contract.
- 3.3 Contractor agrees that County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
- 3.4 Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits or certificates before performing any work. The failure of Contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

- 3.5 Contractor may not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold the County harmless from any such lien or claim.
- 3.6 Unless otherwise provided by the Contract or law, Contractor agrees that County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after County makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by County.
- 3.7 Contractor must, in the course of carrying out Contractor's Work, comply at all times with the then-current "Mandatory County Policies for Vendors" published on County's Procurement and Purchasing webpage at: [www.lanecounty.org/bids](http://www.lanecounty.org/bids).

#### 4. CONTRACTOR OBLIGATIONS REQUIRED BY OREGON AND FEDERAL LAW

- 4.1 Pursuant to ORS 279B.220 or ORS 279C.505, as applicable, Contractor must:
  - (a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in the contract.
  - (b) Pay all contributions or amounts due the Industrial Accident Fund from Contractor or a subcontractor incurred in the performance of the contract.
  - (c) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- 4.2 Pursuant to ORS 279B.230 and 279C.530, as applicable:
  - (a) Contractor must promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
  - (b) All subject employers working under the contract are either employers that must comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 4.3 Pursuant to ORS 279B.235, 279C.520, and 279C.540, as applicable, in performing the work of this Contract:
  - (a) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
    - (i) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
    - (ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
    - (iii) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
  - (b) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
  - (c) If this Contract is for personal services as described in ORS 279A.055, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
  - (d) If this Contract is for services at a county fair or for other events authorized by a county fair board, employees must be paid at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. An employer shall give notice in writing to employees who work on such a contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.
  - (e) Except as provided in subsection (d) of this section, if this Contract is for services, all persons employed under the Contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
  - (f) This Section 4.3 does not apply if the Contract is strictly for goods or personal property.

- 4.4 Pursuant to ORS 279A.120, if Contractor is a nonresident bidder and the Contract price exceeds \$10,000, Contractor must promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract.
- 4.5 Pursuant to ORS 316.167, Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees.
- 4.6 Contractor must represent and warrant that Contractor has complied with the tax laws of the State of Oregon and its political subdivisions, including but not limited to ORS305.620 and ORS chapters 316, 317 and 318. Contractor must continue to comply with the tax laws described in this section during the term of the Contract. Contractor's failure to have complied or comply with these tax laws will constitute a default, for which the County may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.
- 4.7 **Equal Employment Opportunity.** During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will comply with all applicable requirements of 29 CFR Part 471, Appendix A to Subpart A (copy available at: <http://www.dol.gov/olms/regs/compliance/EO13496.htm>), and will include the terms of these requirements in all subcontracts entered into under this Contract.
- 4.8 **Americans with Disabilities Act Compliance.** During the performance of this Contract, Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.
- 4.9 **Compliance with Law.** In connection with their activities under this Agreement, the Parties will comply with all applicable federal, state and local law.

## 5. MODIFICATION AND TERMINATION

- 5.1 **Modification.** No modification or amendment to this Contract will bind either party unless in writing and signed by both parties.
- 5.2 **Remedies and Default.** County may exercise any of the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the public contract or other applicable law. The Contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of Contractor to faithfully perform the contract according to its terms.
- 5.3 **Availability of Funds.** County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract for the period within the current budget. However, Contractor understands and agrees that: (1) if County fails to appropriate funds for any successive budget year, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated, and (2) if County's funding, appropriations, or expenditure authority are reduced to a level insufficient, in County's reasonable administrative discretion, to perform its obligations under this Contract, County may terminate this Contract immediately upon notice to Contractor. Upon termination pursuant to this clause, County will have no further obligation to Contractor for payments beyond the termination date.
- 5.4 **Force Majeure.** Neither County nor Contractor will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Contractor, Contractor will be liable for such supplies or services if they were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. County may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

## 6. DISPUTES

- 6.1 **Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.
- 6.2 **Governing Law.** All matters in dispute between the parties to this contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.
- 6.3 **Forum and Venue.** All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.

## 7. MISCELLANEOUS PROVISIONS

- 7.1 Compliance with Public Records Law.** The parties acknowledge that this Contract and all records held by County are public records and subject to public disclosure unless a statutory exemption applies, and agrees that County shall have no liability for the disclosure of any confidential information in response to a public records request where such disclosure is required by court or district attorney order, or by County's good faith interpretation of its statutory requirements.
- 7.2 Confidentiality and Protection of Consumer Personal Information.** Except as provided in subsection 7.1 above, if Contractor as part of the work of this Contract receives any consumer personal information, Contractor must maintain confidentiality of such consumer personal information and may not use, release, or disclose any information concerning any employee, client, applicant, or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract, except upon written consent of County and, if applicable, the employee, client, applicant, or person. Contractor must ensure that its officers, employees, agents, and subcontractors understand and comply with the confidentiality provisions of this Contract. If Contractor owns, maintains, or otherwise possesses data that includes a consumer's personal information, Contractor must have and maintain appropriate administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of consumer personal information pursuant to ORS 646A.622(2), and agrees to comply with all other provisions of the Oregon Consumer Identity Theft Protection Act (ORS 646.600 et seq.) throughout the term of this Contract.
- 7.3 Merger.** This Contract contains the entire agreement of County and Contractor with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings.
- 7.4 Waiver.** Failure of County to enforce any provision of this Contract does not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.
- 7.5 Severability.** If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 7.6 Survival.** The provisions of this Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees and, if included in the Contract, attorney fee provisions and limitations, will survive termination or completion of the Contract.
- 7.7 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Contract.
- 7.8 Non-Assignment.** Contractor may not assign or transfer its interest in this Contract without prior written approval of County.
- 7.9 Binding on Successors and Assigns.** The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.
- 7.10 No Third-Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Contract.
- 7.11 Headings.** The headings and captions in this Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.

## **Exhibit G**

### **Federal Requirements**

A. **Equal Employment Opportunity:** During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- B. **Compliance with the Contract Work Hours and Safety Standards Act.**
1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B) (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (B)(1) of this section.

3. Withholding for unpaid wages and liquidated damages. The the Federal agency or COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

C. **Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. **Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. **Suspension and Debarment**

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

By execution of this Contract, CONTRACTOR certifies under penalty of perjury the following::

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By execution of this Contract, the Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

**G. Procurement of Recovered Materials**

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or

- c. At a reasonable price.
- 2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

DATED: 3/25/2020

**Exhibit H**  
**Insurance**

## INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

- Commercial General Liability** Insurance shall include Damage to Rented Property (\$50,000), Medical Expenses (\$5,000), Personal & Advertising (same per occurrence) and Products/Completed Operations (same per occurrence.)

<i>COVERAGES</i>	<i>LIMITS</i>
<input type="checkbox"/> Broad Form Property Damage	<input checked="" type="checkbox"/> \$2 million per occurrence/\$4 million aggregate
<input type="checkbox"/> Contractual Liability	<input type="checkbox"/> Amount required by funding source
<input type="checkbox"/> Explosion & Collapse	<input type="checkbox"/> Other - Amount approved by Risk Manager or required by contract
<input type="checkbox"/> Owners & Contractors Protective	
<input checked="" type="checkbox"/> Products/Completed Operations	
<input type="checkbox"/> Underground Hazard	

- Automobile Liability** insurance with limits as specified below. Coverage shall include owned, hired and non-owned autos and include Lane County and its divisions, commissioners, officers, agents, and employees as additional designated insureds (CA 20 48 02 99 or equivalent).

<i>LIMITS</i>	
<input checked="" type="checkbox"/>	\$2 million combined single limit per accident for bodily injury and property damage
<input type="checkbox"/>	Statutory Amount
<input type="checkbox"/>	Amount required by funding source
<input type="checkbox"/>	Other - Amount approved by Risk Manager and required by contract

- Professional Liability** Policy must provide tail/continuous coverage for 24 months from the end of the project.

<i>LIMITS</i>	
<input checked="" type="checkbox"/>	insurance with limits not less than \$1,000,000
<input type="checkbox"/>	Amount required by funding source
<input type="checkbox"/>	Other

- Workers' Compensation and Employer's Liability** as statutorily required for persons performing work under this contract. Any subcontractor hired by CONTRACTOR shall also carry Workers' Compensation and Employers' Liability coverage.

<i>LIMITS</i>	
<input checked="" type="checkbox"/>	Statutory amount (currently \$500,000 in Oregon, other states may vary)
<input type="checkbox"/>	Amount required by funding source
<input type="checkbox"/>	Other: minimum of \$1,000,000 when not regulated by statute

- Additional Insured Clause** ADDITIONAL INSURED ENDORSEMENT. The insurance coverages required for performance of this contract shall include an Additional Insured Endorsement, either:
1. By Scheduled or named (not blanket or by written contract requirement) endorsement to name "State of Oregon, Lane County and its divisions, its commissioners, officers, agents and employees as additional insureds" on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The additional insureds must be named as an additional insured by separate endorsement, and the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract; OR
  2. By Blanket endorsement or by written contract requirement on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The contract MUST include language that the additional insured endorsement is required, and proof of blanket coverage from your policy must be provided.

**DIRECT INSURANCE RELATED DOCUMENTS TO YOUR LANE CO. CONTACT-DO NOT SEND YOUR DOCUMENTS TO RISK MANAGEMENT. FAILURE TO COMPLY MAY RESULT IN A DELAY IN CONTRACT EXECUTION. Direct questions concerning insurance and indemnity to LC Risk Mgt 541-682-3971.**