

Lane County Health & Human Services
Compliance Training Library Access

REQUEST FOR PROPOSALS
21056

Selection period: December 2020 –June 30, 2026

Contract period: Upon Execution – June 30, 2022

Submit Proposals to:

Thomas.candelario@lanecountyor.gov

Deadline:

12 PM January 15, 2021

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You are hereby requested to respond to the following Request for Proposals by 12 PM on January 15, 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 vendors to provide customizable web based compliance training modules.

The term of the contract arising from this Request for Proposals will be upon execution through June 30, 2022. The contract may be renewed through June 30, 2026 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. 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 Thomas Candelario, PSC 2, until 12PM on January 15, 2020. Proposals will be publicly opened immediately following the time proposals are due.
- 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 Thomas Candelario, PSC 2. 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 Thomas Candelario, PSC 2. 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 two Lane County H&HS Quality and Compliance Staff and the Q&C Manager. 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, and if needed, 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 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. PSC Thomas Candelario 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 Thomas Candelario, Thomas.candelario@lanecountyor.gov by 12 PM on January 29, 2021.

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 Thomas Candelario, Thomas.candelario@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 H&HS is currently looking to fulfill a need to provide quality and compliance training throughout our organization in a way that is customizable and easily deployable, some of the factors we are looking to include are:

- Access to training library with training modules that are customizable, interactive and have content specific to general compliance and ethics topics as well as healthcare compliance content. Lane County H&HS is not looking to purchase general human resources or professional development training content.
- Training should be compatible with intranet, email, mobile devices, print media and Lane County's existing Learning Management System (LEAP). Lane County H&HS is not looking to purchase a new/separate Learning Management System.
- Training should be entertaining and interactive, allowing for user driven navigation and should contain audio.
- Pre and post training assessments or the ability to add customized pre and post training assessments is preferred.
- Training modules utilized and customized by Lane County must be considered the property of Lane County and may be used and updated as the organization sees fit
- The current LMS provider is LEAP and this system must be compatible with it.

Most major video formats are supported. Proprietary codecs (i.e Webex, and others) are generally not supported. A good rule of thumb is that if you need special software to play a video, then it's likely the video will not convert correctly. See the table below for unsupported codecs.

| Extension | Container | Unsupported Video Codecs |
|----------------------------|-----------------|--|
| .mp4 | MPEG-4 | n/a |
| .mov .qt | Apple QuickTime | Apple Intermediate, Sony DVCAM, Panasonic DVCPPro, Apple Animation |
| .flv .f4v | Adobe Flash | SWF (vector animation files) |
| .wmv .asf | Windows Media 9 | Microsoft Screen (MSS2), Microsoft Photo Story (WVP2), GoToMeeting (G2M3 & G2M4) |
| .mpg .vob >.m2v .mp2 | MPEG-2 | n/a |
| .m4v | Apple iTunes | |
| .avi | A/V Interleave | Panasonic DVCPPro, Indeo3 (IV30), MJPEG, Microsoft Video 1 (MS-CRAM) |
| .webm | WebM | n/a |
| .ogv .ogg | Ogg | n/a |
| .mxf | MXF | Panasonic DVCPPro |
| .mts | AVCHD | n/a |
| .mkv | Matroska | n/a |
| .ram .rm | RealVideo | Real G2 (RV20), Real |

Additional Program Information

Respondents may be invited to participate in demonstrations. Lane County reserves the right to limit the demonstrations to those respondents whose written and cost proposals are scored in the top three.

There is a potential that, in addition to H&HS, other departments within Lane County would wish to purchase quality and compliance training. Lane County reserves the right to utilize this selection process should its other departments wish to purchase training content from the awarded vendor at a later date.

If applicants need additional information about any aspect of the program, questions and requests for information should be addressed to Thomas Candelario at Thomas.candelario@lanecountyor.gov. Requested information to the extent it is available, will be provided to any applicant.

PART III - CALENDAR OF EVENTS

| | |
|---------------------------|---|
| November 16, 2020 | Request for Proposal Released |
| December 4, 2020, 12:00PM | Deadline for Commenting on or Protesting Specifications Believed to Limit Competition |
| January 15, 2021, 12PM | Proposals Due |
| January 22, 2021 | Notification of Review E-mailed |
| January 29, 2021 12PM | Protests of Recommendations Due |
| March 2, 2021 | Contracts Awarded |
| TBD | 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. In your responses, please follow the sequence of questions or documentation requested in all sections of the Request for Proposals.
- C. All proposals must be submitted as a single PDF document.
- D. 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.
- E. 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

- A. Contact information for the person, whom the County should communicate regarding this proposal.
- B. Program Qualifications Section
- C. Proposers Statements and Certifications

Please supply two references your firm has provided a similar product to.

Program Qualifications Section

(Proposals are limited to 12 pages)

Questions

1. Please provide a detailed description of the general compliance and ethics training modules/tools/resources your firm provides.
2. What is the volume of currently available training modules/tools/resources specific to general compliance and ethics?
3. Please provide a detailed description of the healthcare specific compliance training modules/tools/resources your firm provides.
4. What is the volume of currently available training modules/tools/resources specific to healthcare compliance?
5. Can the training modules/tools/resources be accessed as well as customized without vendor or internal IT service involvement?
6. Please provide a detailed description of the ways in which the training modules/tools/resources are customizable. Please include details as to the ways the training modules/tools/resources are customizable at no charge as well as the ways the training modules/tools/resources are customizable at an additional charge, if applicable.
7. Please provide a detailed description of available training module pre and post training assessments. Please include details as to the ways the pre and post training assessments are customizable at no charge as well as the ways the pre and post training assessments are customizable at an additional charge, if applicable.
8. From where/by whom does the content for training modules/tools/resources originate? Please include sufficient detail to determine the credibility and/or qualifications specific to the content originator(s).
9. How frequently is content updated for training modules/tools/resources?
10. How are your training library and training modules/tools/resources accessed (i.e. all web-based, combination of web-based and by request, etc.)? Are your training modules compatible with Lane County's existing Learning Management System (LEAP)?
11. Do all training modules/tools/resources meet Section 508 to the Rehabilitation Act of 1973 and Web Content Accessibility Guidelines (WCAG) 2.0 requirements?
12. What levels of interactivity are available within the training module formats?
 - a. Low Interactivity - Primarily click through with some user controlled navigation but limited interactivity

- b. Moderate Interactivity User control of navigation, simple branching and a few interactions
- c. Highly Interactive – Simulation based, learning with branching and multiple ways for the learner to interact with the content

13. Does your firm offer the ability to develop new, custom training modules/tools/resources based upon Lane County's specific requests?

14. Provide a detailed cost proposal for your firm's training modules/tools/resources. As applicable, please include the following information with your detailed cost proposal:

- a. If cost is determined by a per user/per year licensing model, please define 'user' (i.e. total number of Lane County H&HS staff or total number of Lane County H&HS staff who will be selecting/customizing the training modules/tools/resources).
- b. If cost is determined by a tiered pricing model or if other there are other variables which impact the cost, please provide specific pricing details (i.e. Multi-year contracts, content packages, etc.).
- c. All additional costs for training module/tool/resource customization.
- d. All additional costs for pre and post training assessment customization.
- e. All additional costs for the development of new, custom training modules/tools/resources based upon Lane County's specific requests?
- f. Any other additional costs for optional/add-on training components.
- g. A schedule of any cost/rate increases.
- h. Confirmation of the period of time for which the cost proposal will be guaranteed.

15. Non-scored question: Provide a list of organizations to which your firm has provided this type of training content and any related product reviews.

PROPOSER'S STATEMENTS AND CERTIFICATIONS

Proposer's Name: _____

RFP Title: _____

PROPOSER'S STATEMENTS

Proposer offers to provide the required services in accordance with the requirements of the Request for Proposals (RFP) stated above and the enclosed proposal. The undersigned Proposer declares that the Proposer has carefully examined the above-named Request for Proposals, and that, if this proposal is accepted, Proposer will execute a contract with the County to furnish the services of the proposal submitted with this form. Proposer attests that the information provided is true and accurate to the best of the personal knowledge of the person signing this proposal, and that the person signing has the authority to represent the individual or organization in whose name this proposal is submitted.

By execution of this Form, the undersigned Proposer accepts all terms and conditions of this Request for Proposals except as modified in writing in its proposal. Proposer agrees that the offer made in this proposal will remain irrevocable for a period of sixty (60) days from the date proposals are due.

By execution of this Form, the undersigned Proposer acknowledges that its entire proposal 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. Proposer agrees that all information included in this proposal that is claimed to be exempt from disclosure has been clearly identified either in the Proposer's Statement, or in an itemization attached hereto. Proposer further acknowledges its responsibility to defend and indemnify the County for any costs associated with establishing a claimed exemption.

ADDENDA

Proposer has received and considered, in the accompanying proposal, the terms of the following addenda, if any:

CERTIFICATIONS

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

1. Proposer is is not (check one) a resident bidder, as defined in ORS 279A.120.
2. Proposer has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women, or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

3. This proposal is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making a proposal for the same services, and is in all respects fair and free from collusion or collaboration with any other proposer.
4. Proposer has, to the best of Proposer's knowledge, complied with Oregon tax laws in the period prior to the submission of this proposal, 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 Proposer 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 Proposer's Statements and Certifications as stated above.

PROPOSER

Authorized signature

Proposer's legal name

Name of authorized signer

Address

Title

Date

Federal Tax ID Number

PART VI – CRITERIA FOR EVALUATION OF REQUEST FOR PROPOSALS

Management Qualification Scoring Format:

Reserved, Not applicable to this solicitation.

Program Scoring:

Each proposal will be evaluated according to the following set of criteria. The evaluation committee may use any material submitted in the proposal for any item in the evaluation process. The weight or degree of importance, associated with each criterion is printed on the right side of the form. For each criterion, a scale of values ranging from 0 to 10 is provided, where 0 reflects failure with respect to the criterion and 10 denotes excellence. Each item will be scored, and the value will be multiplied by the weight for that criterion.

Program Qualifications Section

Please read and rate each quotation on the following criteria. Please assign a point value between 0 and 10 for each of the criteria(ion), with "0" representing the most negative rating and 10 representing the best.

If you are comparing two or more responses, please differentiate by awarding higher or lower points, based on the value of each respondent's proposal. If you have questions concerning the intent of a respondent, you will be afforded the opportunity to consult with the other raters, at the scoring committee meeting. That interaction should permit you to complete your scoring. You will be permitted to revise scoring at the committee meeting, based on an improved understanding of the services offered/qualifications of each respondent.

In the case of multiple respondents, where no respondent meets the 80% threshold, the County retains the right to issue supplemental questions to the top two respondents to determine if a contract may be offered, once adjustments to the proposal have been made, without re-issuing this solicitation.

AGENCY: _____
PROGRAM DESCRIPTION/SCOPE OF SERVICES

1. Does the proposal provide sufficient detail regarding the general compliance and ethics training modules/tools/resources the vendor provides and will the training modules/tools/resources meet the needs of Lane County?

0 1 2 3 4 5 6 7 8 9 10
 x2_____

Maximum number of points = 20

2. Does the proposal indicate sufficient volume of general compliance and ethics products available to meet the needs of Lane County?

0 1 2 3 4 5 6 7 8 9 10
 x2_____

Maximum number of points = 20

3. Does the proposal provide sufficient detail regarding the healthcare specific compliance training modules/tools/resources the vendor provides and will the training modules/tools/resources meet the needs of Lane County?

0 1 2 3 4 5 6 7 8 9 10
 x2_____

Maximum number of points = 20

4. Does the proposal indicate sufficient volume of healthcare specific compliance products available to meet the needs of Lane County?

0 1 2 3 4 5 6 7 8 9 10
 x2_____

Maximum number of points = 20

5. Do the training modules/tools/resources require vendor or internal IT service involvement for access and customization?

0 1 2 3 4 5 6 7 8 9 10
 x3_____

Maximum number of points = 30

6. Does the proposal provide sufficient detail regarding the ways in which the training modules/tools/resources are customizable and will the customization meet the needs of Lane County?

0 1 2 3 4 5 6 7 8 9 10
 x3_____

Maximum number of points = 30

7. Does the proposal provide sufficient detail regarding the available training module pre and post training assessments and will the pre and post training assessments meet the needs of Lane County?

0 1 2 3 4 5 6 7 8 9 10
 x2_____

Maximum number of points = 20

8. Does the content for training modules/tools/resources originate from credible and/or qualified content originator(s)?

0 1 2 3 4 5 6 7 8 9 10
 x3_____

Maximum number of points = 30

9. Will the frequency of training module/tool/resource updates meet the needs of Lane County?

0 1 2 3 4 5 6 7 8 9 10
 x2_____

Maximum number of points = 20

10. Will the means of accessing the training library and training modules/tools/resources as well as LEAP compatibility meet the needs of Lane County?

0 1 2 3 4 5 6 7 8 9 10
 x2_____

Maximum number of points = 20

11. Do all training modules/tools/resources meet Section 508 to the Rehabilitation Act of 1973 and Web Content Accessibility Guidelines (WCAG) 2.0 requirements?

0 1 2 3 4 5 6 7 8 9 10
 x1_____

Maximum number of points = 10

12. Will the levels of interactivity within the training module formats meet the needs of Lane County?

0 1 2 3 4 5 6 7 8 9 10
 x2_____

Maximum number of points = 20

13. Does the vendor offer the ability to develop new, custom training modules/tools/resources based upon Lane County's specific requests?

0 1 2 3 4 5 6 7 8 9 10
 x1_____

Maximum number of points = 10

14. Does the vendor's cost proposal meet the needs of Lane County?

(Factored into scoring should be the vendor's response to the following information:

- a. If cost is determined by a per user/per year licensing model, please define 'user' (i.e. total number of Lane County H&HS staff or total number of Lane County H&HS staff who will be selecting/customizing the training modules/tools/resources).
- b. If cost is determined by a tiered pricing model or if other there are other variables which impact the cost, please provide specific pricing details (i.e. Multi-year contracts, content packages, etc.).
- c. All additional costs for training module/tool/resource customization.
- d. All additional costs for pre and post training assessment customization.
- e. All additional costs for the development of new, custom training modules/tools/resources based upon Lane County's specific requests?
- f. Any other additional costs for optional/add-on training components.
- g. A schedule of any cost/rate increases.
- h. Confirmation of the period of time for which the cost proposal will be guaranteed.)

0 1 2 3 4 5 6 7 8 9 10
 x3_____

Maximum number of points = 30

Total Points : _____

REVIEWER NAME: _____

DATE: _____

PART VII- ATTACHMENTS

Lane County Terms and Conditions

LANE COUNTY GENERAL SERVICE CONTRACT (Boilerplate)

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 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.
3. Match: CONTRACTOR will provide non-federal match at a level indicated in Exhibit D - Match.
4. Lane Manual: CONTRACTOR agrees to comply with the rules and regulations of COUNTY, marked Exhibit F, by this reference incorporated herein.
5. Termination. The parties may jointly agree to terminate this Contract at any time by written agreement. County may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving Contractor not less than 90 days' advance written notice. County may terminate the contract by written order or upon request of Contractor, if the work cannot be completed for reasons beyond the control of either Contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work.
6. 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.
7. 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 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 | |

| Service Description | Service Description Name | Vendor or Sub-recipient | Federal Funding Source | CFDA #(s) |
|----------------------------|--|--------------------------------|-------------------------------|------------------|
| 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 | |

| Service Description | Service Description Name | Vendor or Sub-recipient | Federal Funding Source | CFDA #(s) |
|---------------------|---|-------------------------|---|------------------|
| 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 |

| Service Description | Service Description Name | Vendor or Sub-recipient | Federal Funding Source | CFDA #(s) |
|----------------------------|--|--------------------------------|-------------------------------|------------------|
| 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.

4. CONTRACTOR OBLIGATIONS REQUIRED BY OREGON AND FEDERAL LAW

- 4.1 Pursuant to ORS 279B.220 or ORS 279C.505, as applicable, Contractor must:
- 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.
 - Pay all contributions or amounts due the Industrial Accident Fund from Contractor or a subcontractor incurred in the performance of the contract.
 - 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:
- 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.
 - 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 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:
 - 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
 - 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
 - For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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
Not Applicable

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 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 "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.

Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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.