

Lane County Health & Human Services

Health Focused

Street Outreach Services

#21077

REQUEST FOR PROPOSALS

3/1/21 through 6/30/22

Services Selection Expires 6/30/25

Submit Proposals to:

Robin.Scott@co.lane.or.us

Deadline:

Tuesday February 16, 2021
at 5:00PM Pacific Time

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Lane County Boilerplate Contract	

You are hereby requested to respond to the following Request for Proposals by 5pm on February 16, 2021. 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 to establish a health-focused street outreach team to serve approximately 250 single adult and unsheltered households annually to help participants with access to basic healthcare, decrease the spread of COVID-19, and move toward housing stability. The multidisciplinary mobile team will deliver medical care and linkages to services directly where unsheltered homeless individuals reside.

The term of the contract arising from this Request for Proposals will be approximately March 1, 2021 through June 30, 2022. The contract may be renewed through June 30, 2025, based on revenue availability, contractor performance and/or need. Contracts arising from this RFP are subject to funding and all identified funding sources are subject to change based on funding source allocations. If additional funds are allocated for services during the contract period, Lane County reserves the right to disburse those funds through this process up to 25 percent of total annual amounts awarded.

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
 - 4. Other applicable requirements as stated in the OHCS EHA funding source exhibit.

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.

E. A 19-21 Management Qualifications packet must be on file with Lane County Health and Human Services with a passing score prior to contract execution.

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 proposer 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 Program Services Coordinator, Robin Scott until 5:00PM on February 16, 2021. Proposals will be publicly opened immediately following the time proposals are due. Proposals must be submitted to robin.scott@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 Program Services Coordinator, Robin Scott. 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 Program Services Coordinator, Robin Scott. Proposers must provide the following:
1. Information required by Proposal Content section of the RFP
 2. Signed Proposers' Statements and Certifications
- C. The evaluation committee for the Management Qualifications portion of the RFP will be made up of Lane County staff. The evaluation committee for the program portion of the RFP will be made up of members of the Evaluation Subcommittee of the Poverty and Homelessness Board and Lane County Staff. Proposals will be reviewed by the proposal review committee. 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.

Each proposal will be evaluated by the evaluation committee on the basis of how it corresponds to the factors, information, and requirements included in the RFP, and scored according to the criteria included in the Criteria for Evaluation. Management Qualifications will be scored on a pass/no pass basis. Proposals which do not pass the Management Qualifications portion of the RFP or do not have a current approved Management Qualifications on file with Lane County Health & Human Services will be removed from consideration.

Based upon evaluation of the submitted proposals, the evaluation committee may choose to conduct interviews with two or more proposers with the highest-scored proposals. Interviews may include a presentation by the proposer and questions regarding the proposal and services to be provided. Specific criteria for selection interviews, if any, will be distributed at the time interviews are scheduled.

- 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 February 25, 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. Robin Scott, Program Services Coordinator, 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 Robin Scott, at robin.scott@co.lane.or.us by 5pm on March 4, 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 Robin Scott, robin.scott@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

Project Description

This project seeks to establish a health focused street outreach team to serve approximately 250 single adult and unsheltered households annually to help participants with access to basic

healthcare, decrease the spread of COVID-19, and move toward housing stability. The multidisciplinary mobile team will deliver medical care and linkages to services directly where unsheltered homeless individuals reside. The anticipated start date for this project as early as March 1, 2021, but the final date is to be determined.

This project is intended to ensure progress toward meeting Lane County's Continuum of Care system performance measures as they relate to street outreach services, in particular reducing the number of people experiencing street homelessness and reducing the length of time homeless. Outreach structuring, mapping, and scheduling will be done as a countywide effort, coordinated by the Lane County HSD Outreach and Access Coordinator. A core component of this will be participating in regular countywide outreach coordination meetings and case conferencing. This project will follow Housing First, Low Barrier, Harm Reduction, and Trauma Informed Care program standards.

Additionally, this project is part of Lane County's response to the COVID-19 pandemic. It will operate only as long as it is necessary to prevent, prepare for, or respond to the COVID-19 pandemic. The duration of the project may be shortened or extended depending on COVID-19 pandemic response and funding availability.

Eligibility and Target Populations

As outreach seeks to bring essential services to the unsheltered homeless population in Lane County with the ultimate goal of moving people into permanent housing, the target population will be single adults or households without children, who are literally homeless (HUD Category 1) and/or Fleeing Domestic Violence (Category 4) and who are unsheltered.

Literally homeless (Category 1) is defined as:

- (1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) Has a primary nighttime residence that is a public or private place not meant for human habitation;
 - (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
 - (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

Fleeing Domestic Violence (Category 4) is defined as: Any individual or family who:

- (i) Is fleeing, or is attempting to flee, domestic violence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks to obtain other permanent housing

See CoC Interim Rule for a full explanation of Categories 1 and 4.

Prioritization

This project will make efforts to target individuals who are considered COVID-19 vulnerable as determined by Centers for Disease Control and Prevention (CDC) AND asymptomatic as described below:

A. 65 years of age and older AND/OR

B. Individuals who have one or more of the following specific health conditions:

- Blood disorders (e.g., sickle cell disease or on blood thinners);
- Chronic kidney and/or liver disease as defined by their doctor. This includes patients who have been told to avoid or reduce their medications because of kidney/liver disease, or who are under treatment for kidney/liver disease, including receiving dialysis;
- Compromised immune system (immunosuppression), e.g., seeing a doctor for cancer and receiving treatment such as chemotherapy or radiation, received an organ or bone marrow transplant, taking high doses of corticosteroids or other immunosuppressant medications, HIV or AIDS, lupus, or has a significant smoking history;
- High-risk pregnancy defined as:
 - o Pre-gestational condition or
 - o History of complications during previous pregnancies (including stillbirth, fetal loss, preterm labor and/or delivery, small-for gestational-age baby, large baby, pre-eclampsia or eclampsia) or
 - o Pre-existing chronic illness (such as asthma, autoimmune disease, cancer, sickle cell anemia, tuberculosis, herpes, AIDS, heart disease, kidney disease, Crohn's disease, ulcerative colitis, diabetes)
- Diabetes;
- Heart disease (e.g., hypertension, congenital heart disease, congestive heart failure and coronary artery disease);
- Lung disease including asthma or chronic obstructive pulmonary disease (chronic bronchitis or emphysema) or other chronic conditions associated with impaired lung function or that require home oxygen; or
- Obesity (body mass index [BMI] of 30 or higher);
- Other health conditions that may significantly increase someone's risk of hospitalization should they contract COVID-19.

Required Activities and Services

- Direct Outpatient Healthcare:
- The multidisciplinary team should include a medical provider who is licensed to diagnose, treat, and prescribe medication for acute and chronic illnesses
- Wound Care

- Prescription delivery
- Chronic disease management
- Street Outreach and Engagement:
- Engagement efforts start, but do not end, with addressing survival needs, imminent health and safety issues, and making connections with temporary shelter and longer-term housing navigation resources. Attend to basic needs prioritized by participants, e.g., distributing basic necessities and supplies (e.g., hygiene kits); Provide problem-solving support (e.g., identifying a place for a warm breakfast, connection to medical care); Provide information and referral for health and community services.
- COVID-19:
- Screen participants for symptoms by asking them if they feel as if they have a fever, cough, or other symptoms consistent with COVID-19
- Connection to medical services if person presents with symptoms as needed.
- Continued linkage to homeless services, housing, medical, mental health, syringe services, and substance use treatment, including provision of medication-assisted therapies (e.g., buprenorphine, methadone maintenance, etc.). Use telemedicine, when possible.
- Some people who are experiencing unsheltered homelessness may be at increased risk of severe illness from COVID-19 due to older age or certain underlying medical conditions, such as chronic lung disease or serious heart conditions.
- Reach out to these participants regularly to ensure they are linked to care as necessary.
- Prioritize connecting these participants to individual, where available.
- Recommend that all participants wear masks any time they are around other people. Masks should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated, or otherwise unable to remove the mask without assistance.
- Provide participants with hygiene materials, where available.
- Discourage participants from spending time in crowded places or gathering in large groups, for example at locations where food, water, or hygiene supplies are being distributed.
- If it is not possible for participants and staff to avoid crowded places, encourage spreading out (at least 6 feet between people) to the extent possible and wearing masks
- Linkages to Community Based Health Resources:
- Assistance with signing up for Oregon Health Plan
- Connection to ongoing primary care
- Referral to mental health and substance use treatment services
- Street Outreach and Engagement
- Rapid Resolution: Engage in problem solving conversations around resolving homelessness including but not limited to: • Social resources (i.e. family, friends) • Employment resources (i.e. work history, skills, and experience) • Landlord mediation
- Barrier Assessment and Housing Plan

- Assess for housing barriers (i.e. legal, credit, income)
- Develop housing plan
- Assist with gathering identification documents required for getting housing
- Connect to mainstream housing resources and benefits
- Coordinated Entry Assessment
- Conduct Front Door Assessments in the field with those who are unable to resolve homelessness themselves or with Barrier Buster and community resources (Coordinating with other Front Door Assessors assessors so as not to duplicate services).

Program Components and Training

All staff must be trained and must have a level of expertise that is sufficient in working with highly vulnerable populations. At minimum, the following training is recommended for direct support workers:

- Outreach Safety prior to field work
- Within the first 30 days of employment:
 - HMIS Privacy & Security / Data Entry
 - Coordinated Entry / Front Door Assessment
- Ongoing training:
 - Rapid Resolution
 - Trauma Informed Care and Practice
 - Housing First
 - Motivational Interviewing
 - Harm Reduction
 - Strengths Based Outreach and Advocacy
 - Crisis Intervention and De-Escalation
 - Equity, Diversity, & Inclusion
 - Additionally Recommended
 - Overdose prevention and response
 - CPR

The project must incorporate the following components.

1. **Housing First:** Housing First programs focus on quickly moving people experiencing homelessness into permanent housing and then providing the additional supports and services each person needs and wants to stabilize in that housing. Services are never mandatory and cannot be a condition of obtaining the housing intervention. The basic underlying principle is that persons are better able to move forward with their lives once the crisis of homelessness is over and they have control of their housing. Supportive services focus on the acquisition of housing, income, resources, skills and tools needed to: pay rent, comply with a lease, take reasonable care of a housing unit, and avoid serious conflict with other tenants, the landlord, and/or the police.

2. **Low Barrier:** Housing First programs do not require persons to prove “housing readiness.” There are no preconditions. Persons experiencing homelessness do not have to: demonstrate

sobriety, engage in treatment, have employment, or have income to obtain program entry or for continued assistance. Rules should not be imposed on participants for them to access services. Stable housing is of critical importance for participants' health, education, employment, and other related quality of life determinants. The basic underlying principle of program standards is that access to housing is the primary need for its program participants, and as such, there should be minimal barriers to assist persons to end their homelessness. Enrollment requirements for all Coordinated Entry system components, outreach included, reflect a low-barrier philosophy. Criteria for continued assistance does not include requirements for service participation.

3. Harm Reduction: As a part of Lane County's Coordinated Entry System, all contracted programs, including outreach, must emphasize a Harm Reduction approach. In accordance with Harm Reduction principles, contracted programs must not require treatment or sobriety. Contractor must seek to work with program participants to reduce the negative consequences of the person's continued use of alcohol and/or drugs, or non-compliance with medications. Programs utilizing a Harm Reduction approach do not terminate assistance based solely on a person's inability to achieve sobriety or because of medication non-compliance. Efforts should include all possible approaches to assist the person to reduce or minimize their risky behaviors, while at the same time assisting them to move into, and stabilize in, permanent housing. Harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff.

4. Trauma Informed Care: All programs must incorporate Trauma Informed Care policies and procedures into their program design and delivery of services. Trauma Informed Care is defined as: an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma. Trauma Informed Care also emphasizes physical, psychological and emotional safety for both participants and providers, and helps participants rebuild a sense of control and empowerment. Trauma Informed services take into account an understanding of trauma in all aspects of service delivery and place priority on the trauma survivor's safety, choice, and control. Trauma Informed Services create a culture of nonviolence, learning, and collaboration. Contractors must also develop sets of policies and procedures for educating and training staff on Trauma Informed Care practices and how trauma may adversely affect aspects of a person's development.

5. Equity Framework. All programs must incorporate an equity framework in development of program design, provision, and evaluation. Many services, programs, and policies systematically discriminate against people with diverse racial, ethnic, and gender inequities. An equity framework aims to address those disparities and achieve fairness for all.

Homeless Management Information System Participation

The project must participate in the Homeless Management Information System (HMIS) managed by Lane County. Participation is defined as entering all required data into the HMIS in alignment with the local system policies and procedures. Service Provider must complete timely

data collection and entry (within 24 hours) into Wellsky for Entries, Exits, and Updates. Ongoing Service Transactions may be entered within 72 hours. Medical services provided will be tracked via non-descriptive service transactions in HMIS, with more detailed medical records being kept in client files. Medical providers will follow their own licensure documentation requirements as needed.

Outcomes and Reporting

Performance outcomes will be based on data entered into the Homeless Management Information System. Service Provider will also be expected to report on health related outcome progress that is not entered into HMIS no less than quarterly including, but not limited to, the total participants enrolled in the program, demographic information, services provided, health complaints, and other health measures.

At minimum, outreach performance outcomes will be consistent with all street outreach system performance measures related to housing stability, including:

- At least 20% of participants engaged with Outreach will exit to indoor placements, including emergency shelter, temporary or permanent housing.
 - Of the 20%, 25% will exit to permanent housing.
 - At least 50% of those exiting to a permanent housing destination will remain permanently housed at 6 and 12 months follow up.
 - At least 20% of those exiting will exit to known destinations
- At least 30% of participants enrolled will have a completed Barrier Assessment/Housing Plan
- At least 30% of participants enrolled will either maintain or increase income, non-cash benefits, and health insurance at time of exit within 12 months of enrollment
- At least 30% of those with no or expired Front Door Assessments at time of enrollment will have a completed and up to date assessment within 12 months

Additionally, the Service Provider will develop and track health specific outcomes.

FUNDING

Funding for this project is estimated at **\$436,187** annually and will be one-time Emergency Solutions Grant – Corona Virus (ESG-CV) funding.

General, eligible program costs include:

- Case Management (Outreach Worker FTE) and Associated Supervision
- Administration (5% limit)
- HMIS Data Entry

Eligible Costs and Activities

1) ESSENTIAL SERVICES:

Engagement Services: Engagement Services are activities to locate, identify, and build relationships with unsheltered homeless people to offer immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and other housing programs.

Case Management: Case Management activities to assess housing and service needs and arrange, coordinate and/or monitor the delivery of individualized services.

Emergency Health: Emergency health services are eligible activities to the extent that other appropriate services and treatment are unavailable or inaccessible within the community. An example of customary emergency health services is outpatient treatment of urgent medical conditions by licensed medical professionals in community-based settings (e.g.; streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.

Emergency Mental Health: Emergency mental health services are eligible activities to the extent that other appropriate services and treatment are unavailable or inaccessible within the community; i.e.; outpatient treatment of urgent mental health conditions by licensed professionals in community-based setting (e.g.; streets, parks, and campgrounds) to those eligible participants unable or unwilling to access emergency shelter or an appropriate health care facility.

Transportation: Travel expenses incurred by outreach workers, social workers, medical professionals or other service agency employees during the provision of allowable street outreach services are eligible costs. Purchase of a vehicle is not eligible under this funding opportunity.

- 2) **SERVICES FOR SPECIAL POPULATIONS:** Services for special populations are essential services that have been tailored to address the special needs of homeless youths, victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers, domestic violence shelters, and persons living with HIV/AIDS.

ESG COVID-19 Specific Eligible Costs

- Urgent physical needs: Hand sanitizer, soap, tissue packets, masks
- Equipping staff: Masks, disposable gloves, hand sanitizer, other personal protective equipment
- Referrals: Coordinating medical care
- Transportation: Train or bus tokens, taxi or rideshare for program participants travel to and from medical care
- Flexible Funds Eligible Costs: A small amount of funds should be made available in the budget to assist households in maintaining survival and addressing barriers to housing. These funds are meant to be flexible, but limited, providing only what is needed at minimum in order to prevent the spread of COVID19, address basic needs, remove barriers to accessing housing and allow for creative solutions outside of the homeless service system. Examples of costs include: Transportation (e.g. bus ticket, taxi)
- Basic Sanitation Needs: Hand sanitizer, soap, tissue packets, masks
- Addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries

See OHCS [Emergency Solutions Grant Program Operations Manual](#) and [Eligible ESG Program Costs for Infectious Disease Preparedness](#) (2020) for full explanation of eligible expenses.

Additional Program Information

If applicants need additional information about any aspect of the RFP, questions should be

emailed to Robin Scott, Program Services Coordinator at robin.scott@lanecountyor.gov. Only questions received by email will be answered. All questions submitted will be posted with answers on the RFP webpage on a regular basis throughout the RFP application period.

Lane County Bid Site:

www.lanecounty.org/bids

PART III - CALENDAR OF EVENTS

- January 25, 2021.....Request for Proposals Released
- February 1, 2021.....Deadline for Commenting on or Protesting Specifications Believed to Limit Competition
- Feb. 16, 2021 at 5:00PM...Proposal Due to Robin Scott, robin.scott@lanecountyor.gov
- February 25, 2021.....Notification of Review e-mailed
- March 4, 2021.....Protests of Recommendations Due
- March 9, 2021.....Contract(s) Awarded
- March 10, 2021.....Anticipated Services Begin

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 Narrative

1. Describe how health focused street outreach for homeless single adults or households without children fits with your agency's mission?
2. Describe your agency's previous experience in providing services to individuals who are literally homeless and unsheltered. Include previous experience utilizing Coordinated Entry, Homeless Management Information System (HMIS) and performance outcomes achieved, as applicable. If no direct experience, what other similar, relevant experience does the agency have?
3. Describe your agency's Outreach program design, including how you plan to operate the program in alignment with the scope of work. How will the program be staffed? How will the program ensure services are offered system-wide in coordination with outside service providers and partners? How will the agency manage flexible funds? How will you ensure services are client centered, trauma informed, low barrier, harm reduction-focused, and in line with housing first? Do you have or will you need to obtain a vehicle for street outreach? If so, how will this be achieved?
4. Please outline a complete estimated timeline of proposed activities including hiring of staff, training, development of policies and procedures, and implementation start date. Include sample job descriptions for staff to be hired and/or resumes for current staff who will be involved in the project.
5. Describe your experience/best practice in working with clients with mental health disorders and other disabilities, including substance use, as well as your experience/best practice in providing medical care to unsheltered homeless individuals?
6. Describe your agency's Equity, Diversity, and Inclusion training plan to ensure services are culturally responsive. What are your strategies to engage underrepresented communities?
7. Please describe your agency's quality assurance practices and how outcome goals described in the scope of work will be achieved. How will the provider ensure data entry and data quality expectations are met? What experience does your agency have in conducting outcomes follow up- after participants have left a program?
8. Please include a sustainability plan showing how this programming could continue once the grant period has ended (i.e. could any of the services be billed to Medicaid? Does your agency have current funding that could be used for this programming?)

Budget

1. Please provide a full program services budget, which shows the full cost of operating the program for a period of 12 months. Please use the budget template provided and ensure all costs are eligible.
2. A budget narrative, which includes:
 - a. A listing of staff, including titles, utilized in the program, the specific duties of each staff person as it relates to the budget and the methodology for determining the amount of FTE charged to the program budget for each staff person.
 - b. A general explanation/justification of all non-staff related program expenses.
 - c. A listing, including amounts, of all other non-Lane County funding that will be contributed to the project.
 - d. A listing of any in-kind contributions committed to the project.
 - e. Any other clarification needed for the budget provided.

FUNDING DETAIL

ANNUAL BUDGET

AGENCY NAME:

PROGRAM AREA:

Budget Item	Total Budget	Revenue Source	All Other
Personnel/Benefits		Lane County	
Total Personnel	\$0	\$0	\$0
Materials & Services			
Total Materials & Services	\$0	\$0	\$0
Total Contract	\$0	\$0	\$0

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

Date

Federal Tax ID Number

PART VI – CRITERIA FOR EVALUATION OF REQUEST FOR PROPOSALS

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.

If this RFP receives a single response and the proposer passes or has passed the 2019-2021 Management Qualifications, Lane County staff will score the single application. If the application meets a minimum of 70% on the Program Qualifications questions, Lane County reserves the right to recommend award to the single proposer.

RFP# 21077 Health-Focused Street Outreach Services

<p>Evaluation Criteria</p>	<p>Poor/Unclear <i>This is low competency work. Response is unclear, incomplete, or inadequate.</i></p>	<p>Adequate <i>This is medium competency work. Sufficient responses, some areas may require clarification. A few minor components may be unclear.</i></p>	<p>Exceptional <i>This is high competency exemplary work. Response is logical and succinct, leaving reader with no further questions.</i></p>
<p>Project Fit with Agency Mission</p>	<p>Agency has no or limited association with this type of service. Response is unclear, incomplete, or missing necessary information. 1 2 3 4</p>	<p>While not central to agency mission, agency has provided similar services. 5 6 7</p>	<p>Agency mission is clearly in alignment with the provision of services outlined in the RFP. 8 9 10</p>
<p>Agency Experience Providing Services to Unsheltered Homeless Adults</p>	<p>Insufficient, missing, or irrelevant information. Agency does not detail experience providing services to unsheltered homeless adults. 1 2 3 4</p>	<p>Agency demonstrates that they have some experience providing services to unsheltered homeless adults. Cites some experience with HMIS and/or Coordinated Entry. 5 6 7</p>	<p>Clearly demonstrates a depth of experience providing services to unsheltered homeless adults. Has experience working with Coordinated Entry and HMIS. Gives specific examples of performance outcomes achieved. 8 9 10</p>
<p>Quality of Project Description and Program Design</p>	<p>Response is unclear, incomplete, or missing necessary components of project description. 1 2 3 4</p>	<p>Adequate project description; staffing and activities described that will support completion of housing and income goals. Some description of how services would be offered system-wide and how flexible funds would be managed. 5 6 7</p>	<p>Clearly and succinctly describes proposed project. Includes well-thought out staffing and activities that will lead to project goals. Details inter-agency collaboration and how services would be coordinated system-wide. Details how flexible funds would be managed. Details how services are client centered, trauma informed, low barrier, harm-reduction focused and in line with housing first principles. 8 9 10</p>

<p>Timeline/ Startup</p>	<p>Timeline unclear or unrealistic. No job descriptions or resumes included.</p> <p>1 2 3 4</p>	<p>Sufficient outline of a realistic timeline for startup. Includes job descriptions or resumes.</p> <p>5 6 7</p>	<p>Detailed and realistic timeline for startup including information on staffing, training, vendor acquisition, and policies and procedures. Job descriptions or resumes attached.</p> <p>8 9 10</p>
<p>Experience serving clients with mental health, substance use disorders and other disabilities</p>	<p>Response is unclear, incomplete, or does not cite experience providing medical care to homeless adults with mental health, substance use disorders and other disabilities.</p> <p>1 2 3 4</p>	<p>Agency demonstrates that they have some experience providing medical care to homeless adults with mental health, substance use disorders and other disabilities.</p> <p>5 6 7</p>	<p>Clearly demonstrates a depth of experience providing medical care to homeless adults with mental health, substance use disorders and other disabilities.</p> <p>8 9 10</p>
<p>Equity, Diversity, Inclusion Training/ Culturally Responsive Services</p>	<p>Response is unclear, incomplete, or does not address equity, diversity, inclusion training or culturally responsive services.</p> <p>1 2 3 4</p>	<p>Agency has Equity/ Diversion/ Inclusion training plan and some strategies to engage underrepresented communities.</p> <p>5 6 7</p>	<p>Evidence of a culture of Equity/Diversion/Inclusion; regular, recent and robust training in this area. Provides detailed examples of how underrepresented communities are engaged.</p> <p>8 9 10</p>
<p>Quality assurance, performance measures and follow up.</p>	<p>Does not demonstrate adequate data quality assurance measures, unclear how successful outcomes will be achieved.</p> <p>1 2 3 4</p>	<p>General but adequate description of quality assurance practices. General overview of performance outcomes, with some description of how successful outcomes will be achieved. Agency has some experience conducting follow up after exit.</p> <p>5 6 7</p>	<p>Clear description of how quality of services and quality of data will be evaluated and maintained. Clearly outlines performance measures and logical plan to achieve successful outcomes. Details experience performing follow ups after exit.</p> <p>8 9 10</p>

<p>Sustainability Plan</p>	<p>No or limited plan for sustainability/continuation of services at end of project.</p> <p>1 2 3 4</p>	<p>Provides ideas for continuation or transition of project, but no specific developed plan.</p> <p>5 6 7</p>	<p>Clear and thought out plan for sustainability of services at the end of project or funding plan to continue project beyond Lane County funding availability.</p> <p>8 9 10</p>
<p>Budget and Budget Narrative</p>	<p>Budget and narrative are vague, incomplete, and/or includes unallowable costs.</p> <p>1 2 3 4</p>	<p>Budget and narrative adequately demonstrate overall project plan. Narrative addresses staff/FTE, materials and services.</p> <p>5 6 7</p>	<p>Budget and narrative include a high level of detail to fully understand project design and goals. Budget is realistic given level of funding and consistent with allowable costs. Narrative includes detailed staff/FTE, justifies non-staff expenses and includes in-kind contributions.</p> <p>8 9 10</p>
<p>Total Score</p>			<p>/90</p>

PART VII- ATTACHMENTS

Lane County Contract



LANE COUNTY 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. Contract Requirements: CONTRACTOR will meet all requirements laid out in Exhibit A – Additional Terms and Conditions, including Grant Program and Compliance Requirements, Exhibit I - State Funding Assurances, Exhibit J – CDBG Funding Requirements Eugene, Exhibit K – CDBG Funding Requirements Springfield, if applicable.
2. Contractor Services: CONTRACTOR will perform as an independent contractor and not as an agent of the COUNTY the necessary services to conduct the specific program(s) 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. Non-Discrimination: CONTRACTOR will not discriminate against employees, or discriminate against or deny service to any person on the grounds of race, color, religion, sex, national origin, marital status, disability, age or duration of residence, except where such discrimination is based upon a bonafide occupational qualification or predetermined criteria for service.

CONTRACTOR will not deny service to any eligible Lane County resident on the grounds of inability to pay.

CONTRACTOR will comply with the Americans with Disabilities Act of 1990, 42 USC 12101 et seq., as well as ORS 659A.403 through 659A.406, ORS 659A.142 and ORS 659A.145, and all rules and regulations implementing those laws. These laws may apply to, among other things, the construction, remodeling, maintenance and operation of any structure or facility, and the conduct of all programs, services and training of any type. CONTRACTOR will make reasonable accommodation to permit participation in the service, program or activity and will operate these services, program and activities so that, when viewed in their entirety, they are readily accessible to and usable by individuals with disabilities. They will be provided in an integrated setting, unless separate or different measures are necessary to ensure equal opportunity.

5. 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.

6. Client Confidentiality: CONTRACTOR will protect the confidentiality of all information concerning applicants for and recipients of services funded by this Contract. CONTRACTOR will not release or disclose any such information except as necessary for the administration of the program(s), as authorized in writing by the applicant or recipient or as required by law.

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.

All records and files will be appropriately secured to prevent access by unauthorized persons. CONTRACTOR has and will maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality, and integrity of personal information pursuant to ORS 646A.622(2), including the appropriate disposal of all personal information at the end of the contract term, and agrees to comply with all other provisions of ORS 646.600 et.seq. (the Oregon Consumer Identity Theft Protection Act) throughout the terms of this Contract.

CONTRACTOR will ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

7. 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. A complete report of operating revenue and expenses for contracted services submitted to COUNTY quarterly.
 - 1) Separate revenue accounts must be maintained for each income source and type listed in the approved budget.

- 2) Separate expense accounts must be maintained for each program and/or service element provided.
 - 3) 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 rules and regulations of COUNTY, marked Exhibit F – Lane Manual, by this reference incorporated herein.
 8. Labor Laws: CONTRACTOR agrees to comply with all federal, state and local labor laws, which are applicable to the execution of this Contract. CONTRACTOR agrees that all subject employers working under this Contract are either employers that will comply with ORS 656.107 or are employers that are exempt under ORS 656.126.
 9. Settlement of Disputes: 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.
 10. Indemnity/Hold Harmless: To the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, CONTRACTOR will indemnify, defend, and hold harmless COUNTY and its officers, agents, employees, and volunteers from all damages, losses and expenses, including but not limited to attorney fees, 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. This indemnification shall extend to the 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, including any claim that the COUNTY's use thereof infringes any patent, copyright, trade secret, trade mark, or other proprietary right of any third party.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, COUNTY will indemnify, defend, and hold harmless CONTRACTOR and its, officers, agents, and employees, from all damages, losses and expenses, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting

from COUNTY's activities under this Contract.

The provisions of paragraph 10 immediately preceding notwithstanding, neither party will not be required to indemnify the other party for any liability arising solely out of wrongful acts of the other party's own officers, agents, or employees.

11. Assignment: Neither this Contract, nor the responsibilities for providing services, will be assigned or delegated by CONTRACTOR without the prior written consent of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest will be deemed to create any obligation of the COUNTY in addition to those set forth in the contract.

If CONTRACTOR requests COUNTY approval of any assignment or subcontractor, the CONTRACTOR will submit the proposed subcontract or assignment in writing to COUNTY for written approval and the CONTRACTOR will require the subcontractor to comply with all terms and conditions of the contract between the COUNTY and CONTRACTOR.

COUNTY's intent is to insure the rigorous review of management and program services of organizations or persons providing services with public monies.

By execution of this Contract, CONTRACTOR certifies, under penalty of perjury, that CONTRACTOR will not discriminate against minority, women, or small business enterprises in obtaining any subcontracts.

12. Amendments: No waiver, consent, modification or change of terms of this Contract will bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. CONTRACTOR, by signature of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

13. 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, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

14. Severability: The parties agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

15. Termination / Corrective Action:

A. The COUNTY may terminate all or part of this Contract as specified below:

- 1) 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.
 - 2) Upon fourteen (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 fourteen (14) day period.
 - 3) 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.
 - 4) 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.
 - 5) 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.
 - 6) Immediately upon written notice per a directive to COUNTY by OHCS. OHCS and COUNTY will not be liable to any of the parties of the Contract with CONTRACTOR or any contract between CONTRACTOR and their subcontractors or to other persons for directing that such contract be terminated.
 - 7) Upon date specified in a written notice, if CONTRACTOR fails to start service in this Contract (or subsequent modifications).
 - 8) 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.
- 1) 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.

- 2) 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.
- 3) 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 16. A. 1) -7).
- 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 or no reason or for convenience 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.
16. Federal Requirements: By execution of this Contract, CONTRACTOR certifies to the best of CONTRACTOR's knowledge and belief, that CONTRACTOR is in compliance with and will abide by all federal requirements described in Exhibit G - Federal Requirements by this reference made a part hereof.
17. Insurance and Bonding: CONTRACTOR will provide all insurance as stipulated in

Exhibit H - "Insurance Coverages Required" by this reference made a part hereof.

18. Certificate of Insurance: As evidence of the insurance coverage required by this Contract, CONTRACTOR will furnish a certificate of insurance to:

LANE COUNTY HEALTH & HUMAN SERVICES
151 W. 7th Avenue, Room 520
Eugene, OR 97401

The liability insurance coverages required for the performance of this Contract will be endorsed to name, State of Oregon, Lane County and its divisions, their commissioners, officers, agents and employees as additional insured with respect to the activities performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance. Such insurance will be issued by an insurance company licensed to do business in the State of Oregon and will contain a 30 day notice of cancellation endorsement. CONTRACTOR will forward to COUNTY certificate(s) of insurance (and if so requested by COUNTY, a copy of the policy of insurance) indicating coverage as required by Exhibit H prior to commencement of the services under this Contract. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR's insurance company of any insurance coverage required herein, CONTRACTOR will immediately notify COUNTY orally of the cancellation or restriction and will confirm the oral notification in writing within three days of notification by the insurance company to CONTRACTOR.

19. Continuation of Coverage: There will be no cancellation, material change, reduction or exhaustion of aggregate limits, or intent not to renew insurance coverage without CONTRACTOR providing thirty (30) days written notice to COUNTY. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the CONTRACTOR will maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of : (i) the CONTRACTOR's completion and COUNTY's acceptance of all Services required under the Contract or, (ii) the expiration of all warranty periods provided under the Contract. Notwithstanding the foregoing 24-month requirement, if the CONTRACTOR elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the CONTRACTOR may request and COUNTY may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If COUNTY approval is granted, the CONTRACTOR will maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace..
20. Responsibility for Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the CONTRACTOR's responsibility for payment of damages resulting from CONTRACTOR's operation under this Contract.

21. 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 who is not an officer, employee or agent of the OHCS or COUNTY as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or 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. CONTRACTOR acknowledges that COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.
22. Retention of Records: CONTRACTOR will, and will require and cause its subcontractors to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Contract, which in no event will be less than six (6) years after the termination of this Contract. CONTRACTOR and its subcontractors will retain all records pertinent to expenditures incurred under this Contract and otherwise in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in OHCS' Record Retention Schedule, as may be modified from time to time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.
23. COUNTY Monitoring: CONTRACTOR agrees that services provided under this Contract by CONTRACTOR; facilities used in conjunction with such services; client records; CONTRACTOR's policies, procedures, performance data, financial records and other similar documents and records of CONTRACTOR that pertain, or may pertain, to services under this Contract, and not later than the third quarter of the term of this Contract (unless otherwise approved in writing by the State of Oregon Housing and Community Services Department (OHCS) to ensure that grant funds are used for authorized purposes in compliance with this Contract, including but not limited to specific program requirements, and that performance goals are achieved as specified in the Scope of Work. Contract will be open for inspection of COUNTY or its agents, at any reasonable time during business hours.
 - A. COUNTY and /or OHCS may monitor the activities of each CONTRACTOR and its subcontractors as it deems necessary or appropriate, among other things, to ensure CONTRACTOR and its subcontractors comply with the terms of this Contract and that grant fund awards are used properly for authorized purposes hereunder OHCS also may ensure that performance goals are achieved as specified in this Contract, including without limitation in the Scope of Work, related Program Elements, Work Plans and Budgets. Monitoring activities may include any action deemed necessary or appropriate by COUNTY and/or OHCS including, but not limited to the

following: (1) the review (including copying) from time to time of any and all CONTRACTOR and subcontractor(s) files, records and other information of every type arising from or related to performance under this Contract; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of CONTRACTOR fiscal and program reports prior approval documentation; and (5) evaluating, training, providing technical assistance and enforcing compliance of CONTRACTOR, subcontractor(s), and their officers, employees, agents, contractors and other staff. COUNTY and/or OHCS may utilize third parties in its monitoring and enforcement activities, including monitoring by peer agencies. COUNTY and/or OHCS monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by COUNTY and/or OHCS and may be effected through contractors, agents or other authorized representatives. CONTRACTOR consents to such monitoring and enforcement by COUNTY and/or OHCS and agrees to cooperate fully with same, including requiring by agreement and causing that its subcontractors so cooperate.

COUNTY and/or OHCS reserve the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties including, but not limited to the Oregon Secretary of State, the Attorney General, the federal government, and law enforcement agencies.

- B. CONTRACTOR will fully and timely cooperate with COUNTY and/or OHCS in the performance of any and all monitoring and enforcement activities. Failure by CONTRACTOR or any of its subcontractors to comply with this requirement is sufficient cause for COUNTY to require special conditions and may be deemed by COUNTY and/or OHCS as a failure by the CONTRACTOR to perform its obligations under this Contract.
 - C. CONTRACTOR will perform onsite visits to monitor the activities of its subcontractors as specified by applicable grant program requirements or otherwise directed by OHCS, but in no case less than at least once during the term of this Contract.
24. 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.
25. Availability of Funds: The provisions of this Contract are contingent upon the appropriation of funds by any funding entity and by COUNTY. If funds are not appropriated or the annual appropriations are subsequently amended by any party, the provisions of this Contract thereupon become voidable at the option of the COUNTY, or subject to amendment. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein which would conflict with law is deemed inoperative to that extent.

26. Recovery of Fund and Reallocation:

- A. CONTRACTOR's expenditures may be charged to this Contract only if they (a) are in payment for services performed under this Contract; (b) conform to applicable state and federal regulations and statutes; (c) are in payment of an obligation incurred during the contract period; and (d) 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. If grant funds are not obligated for reimbursement by CONTRACTOR in a timely manner as determined by COUNTY at its sole discretion, COUNTY may at its sole discretion, reduce CONTRACTOR funding and redistribute such funds to other Subgrantees or retain such funds for other COUNTY use. This remedy is in addition to any other remedies available to COUNTY under this Contract or otherwise.
- D. 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.
- E. Under the following circumstance, COUNTY may recover from CONTRACTOR the financial assistance paid to CONTRACTOR under this Contract:
 - 1) If CONTRACTOR fails to have an independent certified public accountant audit federal funds in a manner that complies with Exhibit G (8) of this Contract, COUNTY may recover from CONTRACTOR all federal funds paid to CONTRACTOR under this Contract.
 - 2) 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.
 - 3) 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.

27. Retention of Revenue and Earned Interest:

- A. Program fees, third party reimbursements, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources for services rendered by CONTRACTOR, and interest earned on such funds in CONTRACTOR's possession will be retained by CONTRACTOR provided that they are expended for services which meet the standards of the COUNTY.
- B. CONTRACTOR will report all such fees, reimbursements, payments, and interest earned, to COUNTY.

28. 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 mailed to Lane County Reporting, Isler & Co., 1976 Garden Ave., Eugene OR 97403. 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-\$249,999- review statement;
Under \$100,000 - 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 will include a management letter from the accounting CPA.

SPECIAL NOTE: SINGLE AUDIT**

Non-profit organizations that expend \$750,000 or more in a year in federal awards will have a single or program specific audit conducted for that year in accordance with the provisions of OMB's Uniform Guidance.

29. Integration and Waivers: This Contract, including all Exhibits, constitutes the entire Contract between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. The failure of either party to enforce any provision

of this Contract will not constitute a waiver by that party of that or any other provision. No waiver or consent will be effective unless in writing and signed by the party against whom it is asserted.

30. Limitation of Liabilities: Neither party will be liable to the other for any incidental or consequential damages arising out of or related to this Contract. Neither party will be liable for any damages of any sort arising solely from the termination of this Contract or any part hereof in accordance with its terms.
31. Force Majeure: Neither COUNTY nor CONTRACTOR will be held responsible for delay nor 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.
32. Governing Law, Consent to Jurisdiction: 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. 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.
33. Failure to Meet Terms and/or Conditions: Failure to meet the terms and/or conditions of this Contract may result in the withholding of payment, the reduction of payment, or a requirement to perform additional work, at CONTRACTOR's expense. Further, if CONTRACTOR is declared to be in default of the this Contract, COUNTY will have the right to terminate the contract and to seek relief, as provided by applicable law.
34. Compliance with Law: CONTRACTOR will and will require and cause (including by contract) all subcontractors, agents and assigns to comply with this Contract, including applicable federal, state, and local laws, rules, regulations, and guidelines as well as OHCS directives with respect to any of its obligations related to grant programs funded under this Contract or for which requests for funding are made, whether or not any such requirement described herein or listed within the respective Work Plan, particularly the Federal Funding Accountability and

Transparency Act (FFATA) of 2006 (P.L. 109-282), provisions of which include but may not be limited to a requirement for CONTRACTOR and subcontractors to have a Data Universal Numbering System (DUNS) number and to maintain a current registration in the Central Contractor Registration (CCR) database. CONTRACTOR will, and will require and cause its subcontractors to, comply with such requirements whether or not such requirements exist at the time this Contract is executed, or arise subsequent to the execution of this Contract. Performance by both parties of their respective obligations hereunder must be made efficiently, effectively and within applicable program timelines.

CONTRACTOR will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. CONTRACTOR will, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(gg)), recycled PETE products (as defined in ORS 279A.010(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(ii)). All employers, including CONTRACTOR, that employ subject workers who provide services in the State of Oregon will comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

35. **Property Management.** CONTRACTOR will, and will cause its subcontractors to, maintain policies and procedures for property management that comply with all requirements of the applicable Code of Federal Regulations, OMB Circulars, and specific requirements of the source of funds. The following practices are in addition to those otherwise required:

A. High Risk Items.

Fixed assets with a high risk of loss include all computer equipment, electronic equipment, photography equipment, hand tools and any other items CONTRACTOR may identify as at risk. Fixed assets that are deemed to have a

high risk of loss must be labeled, recorded on an inventory tracking system, and inventoried at least once a year.

B. Automobiles.

CONTRACTOR is prohibited from using funds provided as part of this Contract to purchase any automobiles

C. Insurance.

CONTRACTOR will, at a minimum, provide the equivalent insurance coverage for equipment acquired in whole or in part with funds provided under this Contract as provided for other equipment owned by CONTRACTOR with OHCS named by endorsement as the loss payee. In its agreements with its subcontractors, CONTRACTOR will require and cause its subcontractors to comply with the requirements of this Section.

D. Loaned Equipment / Property Disposition.

All fixed assets owned by OHCS and loaned to CONTRACTOR under a standard agreement will remain the property of OHCS, regardless of their value. The disposition of all loaned equipment will be readily available.

When CONTRACTOR wishes to dispose of a fixed asset in which OHCS has a security or insurance interest or when CONTRACTOR or a subcontractor wishes to dispose of a fixed asset having an original cost of more than \$5,000, CONTRACTOR will submit a letter requesting OHCS' consent to do so addressed to the Financial Operations Manager with a copy to the appropriate Program Coordinator. If OHCS consents, OHCS Program Coordinator will provide instructions regarding the method of disposition. OHCS reserves the right to refuse to consent to such disposal and the right to object to the timing of such disposition. Such disposition, if permitted, will be done in a manner consistent with the property management standards for equipment of the agency from which the original funding was received. In the case of mixed funding sources, the most restrictive standards will apply.

E. Purchased Equipment.

CONTRACTOR will not purchase equipment with Contract funds.

36. **Breach.** Grant funds are used in conjunction with this Contract. CONTRACTOR assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Contract) by CONTRACTOR or by any of its subcontractors, agents or assigns and will, upon breach of grant conditions that require the State to return funds to the grantor, whether such breach is by CONTRACTOR or by any of its subcontractors, agents or assigns, hold harmless and indemnify the State for an amount equal to the grant funds received under this Contract together with any additional damages resulting to OHCS; or if there are legal limitations on the indemnification ability of the CONTRACTOR, the indemnification amount will be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Contract.

37. **Contractor Services** Unless CONTRACTOR is a State of Oregon governmental agency. CONTRACTOR agrees that it is an independent contractor and not an agent of OHCS. CONTRACTOR agrees that it is an independent contractor and not an agent of the COUNTY. The delivery of each service will comply with the terms and conditions of the Contract between COUNTY and CONTRACTOR and meet the standards for such service as set forth herein and including but not limited to, any terms, conditions, standards and requirements set forth in the 2011-2013 M a s t e r Grant Agreement (hereafter "2015-17 MGA") between COUNTY and the OHCS and applicable work plans. The 2015-17 MGA is incorporated herein by this reference. CONTRACTOR and any subcontractors will comply with all applicable provisions of the 2015-17 MGA as if CONTRACTOR were the COUNTY. In addition, in regard to contracted and subcontracted services, COUNTY will have all of the rights and benefits of provisions in the 2011-13 MGA to the same extent as OHCS.

Services under this Contract will be provided only to persons eligible for services under Oregon law and COUNTY guidelines.

Unless COUNTY specifies otherwise in this Contract based on good cause, CONTRACTOR will meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services covered by this Contract.

38. **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
 - G. CONTRACTOR will exert no other religious influence in providing services.
39. **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 Contract 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 one original.
40. **Mandatory Policies.** 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

41. **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.