

Posted: February 23, 2021  
Deadline: March 2, 2021 by 5pm

Notice – Request for Qualified Providers to Operate  
Non-congregate Temporary Emergency Shelter

Lane County, through the Department of Health & Human Services, is seeking respondents to a Request for Qualified Providers to operate and provide services at one non-congregate temporary emergency shelter site in Springfield, with pallet shelters (five initially, may increase at a later date). Households will be referred through a coordinated referral process.

In order to be considered a Qualified Provider, respondents must have capacity to provide all of the following:

1. Manage site operations including contact with site host, facilitating sanitation and safety
2. Case management including supporting clients in meeting basic needs
3. Housing navigation services for clients including preparing for, applying to, and moving into more stable housing situations.
4. Coordinate services and referral to medical, substance abuse treatment and related social service organizations.
5. Weekly COVID symptom screening of clients and appropriate referral for testing; basic COVID safety education and information

Providers must meet all applicable Oregon Administrative Rules and license requirements. CONTRACTOR must have administrative, technical and physical safeguards referenced in ORS 646A.622(2) to protect the security, confidentiality and integrity of personal information covered by ORS 646.600 et.seq. (Oregon's Consumer Identity Theft Protection Act). Contractor must provide a certificate of insurance coverage prior to execution of the Lane County contract and insurance limits must be consistent with State of Oregon requirements which includes \$2,000,000/\$4,000,000 aggregate in general liability, \$2,000,000 in auto liability and \$500,000 in Worker's Compensation. Provider must be an equal opportunity employer.

If this program receives a single response from a Qualified Provider, Lane County reserves the right to consider the request process completed. If this program receives multiple responses from Qualified Providers, Lane County will conduct a Request for Proposal process in accordance with LM 20.450.

The contract period for these services is anticipated to be from the date site is ready (estimated April, 2021) through June 30, 2021. The contract for these services may be extended depending on availability of funds. Contract execution is dependent on final site approval and preparation.

Funding initially consists of state Out of the Cold Wave 2 funding, program manual can be found [here](#). The funding is estimated to be \$25,000 for a three month period for site set up and staffing.

Respondents must provide the following information:

1. A letter indicating interest in providing the service.

2. A description of the agency's experience serving homeless individuals in a shelter setting.
3. Confirmation that the agency will participate in the Lane County Homeless Management Information System and Coordinated Entry.
4. Confirmation that agency carries or will purchase required insurance.
5. Confirmation that an approved Lane County Management Qualifications packet is on file or in progress by the RFQP deadline.

All respondents for the above services must satisfactorily complete a Lane County Health & Human Services 2019-2021 Management Qualifications packet prior to contracting for these services. Further information is available by contacting Robin Scott at [Robin.Scott@lanecountyor.gov](mailto:Robin.Scott@lanecountyor.gov) . Letters from Qualified Providers are due no later than 5:00 p.m. local time, January 8, 2021 to Robin Scott, Lane County Health and Human Services at the above e-mail the above address. Appropriate accommodations can be made upon notice for individuals with disabilities that wish to respond.

Attachments:  
Boilerplate 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](mailto: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. 7<sup>th</sup> 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](http://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.