

Lane County Health & Human Services

Transitional Housing

Services Homeless Youth

#20825-1

**REQUEST FOR LETTERS OF INTENT and
PROPOSALS**

2/1/18 through 12/31/18

Renewable through 6/30/20

Submit Proposals to:

Deb.Heeszal@co.lane.or.us

Deadline:

Letters of Interest due January 8, 2018 @ 12:00PM

Proposals due January 18, 2018 @ 12:00PM

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RFP #20825 is being re-released in order to fund an additional Transitional Housing Services for Homeless Youth project. All proposals received as part of the original RFP, not selected for funding will remain eligible for funding as part of this RFP process. Interested proposers who did not submit a proposal through the original RFP process are hereby requested to respond to the following Request for Letters of Intent to Apply and Proposals. Letters of Intent to apply are due by 12:00PM on January 8, 2018. Proposals are due by 12:00PM on January 18, 2018. Letters of Intent and Proposals received after deadline(s) will not be accepted.

PART I - GENERAL INFORMATION

Introduction

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

Lane County Department of Health & Human Services is seeking proposals from providers to provide Youth Transitional Housing.

The term of the contract arising from this Request for Proposals will be February 1, 2018 through December 31, 2018. The contract may be renewed through July 30, 2020 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 17-19 Management Qualifications packet must be on file with Lane County Health and Human Services with a passing score prior to contracting with Lane County for Services.

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. Letters of Intent and 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. This RFP is a two stage process requiring submission of both a Letter of Intent and a Proposal. Proposals submitted in response to the original RFP for Transitional Housing Services for Homeless Youth (RFP #20825) which were not funded will automatically move forward and an LOI submission is not required. New submissions in response to this RFP must be received by the time and date stated for receipt in the RFP. Respondents submitting an LOI by the date and time stated in the RFP will be invited to submit a full proposal. Proposals will not be accepted from organizations who did not submit a LOI by the date and time stated in the RFP.

To be considered, Proposals must be submitted in the form and manner stated in the RFP and Proposals must include 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 an LOI and 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 LOI and/or proposal at any time prior to the deadline set for receipt of LOIs and proposals, and may deposit a new LOI and/or sealed proposal in the manner stated in the RFP. The County may release unopened documents which has been withdrawn to the proposer or its authorized representative. The County will not consider LOIs or proposals received after the time and date indicated for receipt of LOIs or proposals. A proposer may not modify its LOI or proposal after it has been deposited with Lane County, other than to address for minor informalities, unless the documents is withdrawn and resubmitted as described above.
- E. LOIs will be received by Sr. Program Services Coordinator Deborah Heeszal until 12:00 noon on January 8, 2018. Proposals will be received by Sr. Program Services Coordinator, Deborah Heeszal until 12:00PM on January 18, 2018. LOIs and Proposals will be publicly opened immediately following the time proposals are due. Proposals must be submitted to Deb.Heeszal@co.lane.or.us.
- 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:
- a. Issue a subsequent Request for Proposals for the same or similar goods or services.
 - b. Not award a contract for the requested services.
 - c. Waive any irregularities or informalities.
 - d. Issue more than one contract, dividing the services to be rendered and the remuneration to be paid.
 - e. Accept the proposal which the County deems to be the most beneficial to the public and to Lane County.
 - f. Negotiate with any proposer to further amend, modify, redefine or delineate its proposal.
 - g. Further question any proposer to substantiate claims of experience, background, knowledge and/or ability.
 - h. 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 LOI or Proposal prior to opening. All LOIs and Proposals submitted will be opened publicly at the time, date and place designated in the RFP by Sr. Program Services Coordinator, Deborah Heeszal. Any LOI or 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. If no LOIs are received by the date and time stated in this RFP, contract award will be made to the proposal moving forward from the original RFP process.
- C. Proposals received in response to this RFP will be reviewed for qualifications and completeness by Sr. Program Services Coordinator, Deborah Heeszal. Proposers must provide the following:
 - 1. Information required by Proposal Content section of the RFP
 - 2. Signed Proposers' Statements and Certifications
- D. 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 and will be the same evaluation committee used for the original proposal. 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.

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.

- E. 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.
- F. The County will provide written notice of its intent to award to a given proposer or proposers by January 22, 2018. All proposers recommended for funding must pass or have passed the 2017-19 Management Qualifications prior to contracting with Lane County.
- G. 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 Deborah Heeszal at Deb.Heeszal@co.lane.or.us by 12:00PM on January 4, 2018.

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

- a. Sufficient information to identify the solicitation that is the subject of the protest;
- b. 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;
- c. Evidence or supporting documentation that supports the grounds on which the protest is based; and
- d. The relief sought.

If the protest meets these requirements, the County will consider the protest and issue a decision in writing. If the protest does not meet these requirements, the County will promptly notify the prospective proposer that the protest is untimely or that the protest failed to meet these requirements and give the reasons for the failure. The County will issue its decision on the protest not less than three (3) business days before proposals are

due, unless a written determination is made by the County that circumstances exist that justify a shorter time limit. If a proposer finds discrepancies or omissions in the RFP documents, or is in doubt as to their meaning, the proposer must immediately notify Deborah Heeszal at Deb.Heeszal@co.lane.or.us.

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

The Lane County Department of Health & Human Services, Human Services Division (HSD) funds services to help people meet their basic needs and overcome barriers to improving their economic security. The Lane County Department of Health & Human Services is seeking proposals from providers to provide project-based transitional housing for young women aged 16-18 who are experiencing homelessness.

Lane County is an Equal Opportunity Employer and the Lane County process of contracting is built on the principles of equity, consistency and understandability. When competition over services exists, a full Request for Proposals (RFP) process is initiated. Appropriate accommodations can be made upon notice for individuals with disabilities who wish to respond.

The following services are to be provided under this contract:

1. Provide project-based supported congregate living for 6 or more young women, ages 16-18.
2. Provide case management services to support participants in completing high school and attaining permanent housing.
3. Conduct 6 month-follow up for households exiting to permanent housing.
4. Collect and enter program data into the HMIS/CMIS ServicePoint Management Information System.

Eligibility - Youth must meet all of the following criteria:

- Housing Status is homeless or fleeing domestic violence.
- Household Income is below 80% Area Median Income (AMI)

Eligible Costs:

- Operations
- Client supportive Services
- Case Management
- Self-Sufficiency (i.e. finance/budgeting, job search)

Performance Measures

- A minimum of 6 youth will be served by the project annually.
- 85% of these households will exit the program into a Permanent Housing situation.

Funding

Funding for the time period February 1, 2018 through December 31, 2018 consists of Emergency Housing Account (EHA) funding provided by the State of Oregon Housing and Community Services (OHCS) Department. \$42,000 in program funds plus \$2,100 in administrative funds will be made available for this project. The Operations Manual for EHA can be found here:

<http://www.oregon.gov/ohcs/CRD/hss/State-Homeless-Programs-Operations-Manual-FINAL-5-1-17m.pdf>

Additional Program Information

If applicants need additional information about any aspect of the RFP, questions should be emailed to Deborah Heeszal, Sr. Program Services Coordinator at Deb.Heeszal@co.lane.or.us. 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

December 28, 2017.....Request for Proposals Released

January 4, 2018 @ 12:00pm.....Deadline for Commenting on or
Protesting Specifications Believed to Limit Competition

January 8, 2018 @ 12:00pm.....Letter of Interest Due
to Deb.Heeszal@co.lane.or.us

January 18, 2018 @ 12:00PM.....Proposal Due
to Deb.Heeszal@co.lane.or.us

January 22, 2018.....Notification of Review e-mailed

January 29, 2018.....Protests of Recommendations Due

January 30, 2018.....Contracts Awarded

February 1, 2018.....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 Documentation

1. Describe how transitional housing for youth fits within your agency's mission.
2. Describe your agency's experience in providing services to youth who are literally homeless. If no direct experience, what other relevant experience does the agency have? How will you ensure that your services are accessible to diverse populations?
3. Describe your agency's project-based, congregate housing design for young women ages 16-18 experiencing homelessness. How will the program be staffed? What activities will support participants in completing high school and entering permanent housing?
4. Describe other resources and partnerships your agency would contribute to this program and how you would demonstrate collective impact.
5. Please describe your agency's quality assurance practices and how outcome goals described in the program description will be achieved. What experience does agency have in conducting outcomes follow-up after participants have left a program.

FUNDING DETAIL

BUDGET FOR 1/1/18 to 12/31/18

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

PROPOSER'S STATEMENTS AND CERTIFICATIONS

Proposer's Name: _____

RFP Title: _____

PROPOSER'S STATEMENTS

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

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

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

ADDENDA

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

CERTIFICATIONS

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

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

3. This proposal is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making a proposal for the same services, and is in all respects fair and free from collusion or collaboration with any other proposer.
4. Proposer has, to the best of Proposer's knowledge, complied with Oregon tax laws in the period prior to the submission of this proposal, including:
 - a. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
 - b. Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
 - c. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

The undersigned, by signature here, acknowledges, accepts, and certifies to the Proposer's Statements and Certifications as stated above.

PROPOSER

Authorized signature	Proposer's legal name
Name of authorized signer	Address
Title	
Date	Federal Tax ID Number

PART VI – CRITERIA FOR EVALUATION OF REQUEST FOR PROPOSALS

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 2017/2019 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.

Program Qualifications Section

1. Please rate the description quality of transitional housing services for young women ages 16-18 provided in the proposal. Do the staffing and activities support the goal of education completion and entry into permanent housing?

0 1 2 3 4 5 6 7 8 9 10 x2 _____

2. Does the proposal demonstrate adequate relevant experience providing services for literally homeless youth? Does it address how agency will serve diverse populations?

0 1 2 3 4 5 6 7 8 9 10

3. Please rate the proposal based on resources and partnerships the agency will contribute to the project and how they will demonstrate collective impact.

0 1 2 3 4 5 6 7 8 9 10

4. Does the proposal clearly describe the agency's quality assurance practices and how outcome goals will be achieved? Do they demonstrate commitment to using the ServicePoint HMIS system? Do they list specific strategies to meet performance measures, including obtaining 6 month follow-up outcomes?

0 1 2 3 4 5 6 7 8 9 10

5. Is the budget realistic in relation to the numbers served identified in the program plan? Are there adequate funds set aside for client assistance? Does it include only items allowable per funding guidelines?

0 1 2 3 4 5 6 7 8 9 10

TOTAL: _____

REVIEWER NAME: _____

AGENCY REVIEWED: _____

DATE REVIEWED: _____

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) Upon date specified in a written notice, if CONTRACTOR fails to start service in this Contract (or subsequent modifications).
 - 7) 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 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 prepare and maintain accurate financial records documenting all expenditures made from funds provided under this Contract. These records will include financial and audit reports for the applicable accounting period for the program, including adjustments to reconcile the accounting records. Financial records, supporting documents, statistical records, and all other records pertinent to this Contract will be retained for a minimum of five years after the close of the contract period. If there are unresolved audit questions at the end of the five-year period, the records must be maintained until the questions are resolved. In the event that the CONTRACTOR ceases to exist, administrative and client records will be turned over to the COUNTY for retention for the required period.
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.

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.

Exhibit A

Additional Terms and Conditions

EXHIBIT A

ADDITIONAL TERMS AND AGREEMENTS

1. Management Information Systems: CONTRACTOR shall enter all data deemed appropriate and necessary by COUNTY into ServicePoint Management Information System (MIS) for all federal, state, local and private funding awarded by the COUNTY through this contract or OPUS for energy and weatherization programs. Data entry into ServicePoint or OPUS must be completed by CONTRACTOR at the time of service or within 72 hours. The "OPUS Privacy Posting/Notice" and the "ServicePoint Privacy Notice" must be clearly displayed in all areas which clients access. CONTRACTOR must comply with the Lane County HMIS Policies and Procedures and the program guidelines for OPUS energy and weatherization programs and CONTRACTOR staff must complete training provided by COUNTY.
2. Publicity and Public Information: Whenever written or verbal information related to the services provided through this contract is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the CONTRACTOR shall acknowledge and name the Human Services Commission, City of Eugene, City of Springfield and Lane County as sponsoring the services provided through this contract.
3. Program Integrity: CONTRACTOR shall be responsible for programmatic integrity and compliance with the programmatic intent including but not limited to the following requirements.
 - A. CONTRACTOR shall ensure that all staff are adequately trained to perform under this contract including, but not limited to the training in processing of eligibility determinations and authorizations or other programmatic requirements.
 - B. CONTRACTOR shall comply with programmatic regulations and guidelines as listed in Grant Program and Compliance Requirements
4. Financial Integrity: CONTRACTOR shall maintain an accounting system which conforms with the following requirements:
 - A. Expenditures shall be segregated by line item category within the accounting system of CONTRACTOR.
 - B. Other funds or income received that is attributable to funds provided in this contract shall be identified and segregated for expenditures relating to the program(s) for which the original funds were provided. Any allocation methodology shall comply with any requirements applicable to that entity or program.
5. Payment Requirements: Based on amount specified in contract, COUNTY shall provide payment to CONTRACTOR for rendering the services listed in this contract. Should CONTRACTOR fail to submit required reports when due, or fail to perform or document the performance of services hereunder, COUNTY may withhold payments under this contract to the extent allowed by law.

CONTRACTOR will be paid on a cost reimbursement basis for federal and state funds. Invoices must be submitted in a timely manner as determined by COUNTY. CONTRACTOR must request expenditures against contract budget amounts by line item in a format provided by the COUNTY. Also required, is the break down by funding source and major funding categories if applicable (leasing, supportive services, direct client assistance, operation costs, administration etc).

6. Expenditures Properly Supported: Expenditures and requests for grant funds shall be supported by properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the contract in accordance with generally accepted accounting principles, Oregon Administrative Rules and applicable federal requirements. COUNTY may require such other information as it deems necessary or appropriate in its sole discretion.
7. Timely Use of Funds: If CONTRACTOR does not expense funds in a timely manner as determined by COUNTY at its sole discretion, COUNTY may, at its sole discretion, reduce CONTRACTOR funding and may redistribute to other contractors or retain such funds for other use.
8. State of Oregon Funding: Policies, regulations, guidelines, and requirements for use of State Oregon Housing and Community Services funds, including federal grants received through the state, are contained within Exhibit I – State Funding Assurances. CONTRACTOR receiving State funds must abide by the requirements contained within Exhibit I – State Funding Assurances.
9. Changes to Program Plan and Budget: Changes to Program Plan by the CONTRACTOR require prior approval by COUNTY. Budget adjustments, within existing contract total, by CONTRACTOR which require amendments to grants or federal or state work plans need prior approval by COUNTY. Requests and justification of any change must be submitted in writing to COUNTY program staff and be approved in writing by COUNTY prior to commencement of the requested change.
10. Required Licensing: CONTRACTOR shall maintain all certificates of approval and professional or clinical licenses/accreditation required by the State of Oregon to perform the work described in Exhibit B – Program Plan.
11. Coordinated Entry System: CONTRACTOR will participate in the Lane County Coordinated Entry System. CONTRACTOR participation shall be in accordance with the Coordinated Entry System Policy and Procedure Manual, and any subsequent versions, as developed and approved by COUNTY.
12. ESG Interim Rule: CONTRACTORS receiving ESG funding are required to comply with ESG Interim Rule 24 CFR 576.407(b). CONTRACTORS must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the CONTRACTOR intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the

CONTRACTOR must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The CONTRACTOR must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, CONTRACTORS are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons. Let it be known that the use of facilities, assistance and services are available to all on a non-discriminatory basis.

13. Consumer Satisfaction Surveys: CONTRACTOR will participate in consumer satisfaction survey activities.

17-19 HSC Exhibit A

Grant Program and Compliance Requirements

Grant	Acronym	State Federal Private	Federal Agency	CFDA	Federal Regulations	State Regulations	Guides
Community Development Block Grant	CDBG F	F	HUD	14.218	24 CFR 570	None	None
Community Service Block Grant	CSBG	F	HHS	93.569	45 CFR 96	OAR 813-210; OAR 813-230	None
Continuum of Care	COC	F	HUD	14.228	25 CFR 578	None	None
Emergency Housing Assistance	EHA	S	None	None	None	OAR 813-046	None
Elderly Rental Assistance	ERA	S	None	None	None	OAR 813-370	Elderly Rental Assistance Operations Manual
Emergency Solutions Grant Program	ESG	F	HUD	14.231	24 CFR 576	OAR 813-145	Emergency Solutions Grant Operations Manual
HOME TBA	HTBA	F	HUD	14.239	24 CFR 92	OAR 813-120	HOME Tenant Based Rental Assistance Subgrantee Manual
Housing Stabilization Program	HSP	F/S	HHS	93.558	45 CFR 260	OAR 813-051	Housing Stabilization Program Operations Manual
Low-Income Home Energy Assistance Program	LIHEAP	F	HHS	93.568	42 U.S.C. 8621	ORS 458.505; OAR 813-200	OHCS LIHEAP & OEAP Intake Operations Manual
Oregon Energy Assistance Program	OEAP	S	None	None	None	ORS 757.612; OAR 813-202	OHCS LIHEAP & OEAP Intake Operations Manual
State Homeless Assistance Program	SHAP	S	None	None	None	OAR 813-240	None

Exhibit B
Program Plan

To be negotiated between CONTRACTOR and COUNTY

Exhibit C

Budget

To be negotiated between CONTRACTOR and COUNTY

Exhibit D

Match

Not Applicable

Exhibit E
Special Reporting Requirements

EXHIBIT E

ADDITIONAL REPORTING AND FISCAL REQUIREMENTS

CONTRACTOR shall submit required reports on or before the due dates specified. Unless otherwise specified, all reports are to be submitted electronically. Reports shall be complete and accurate and in the format required by COUNTY. Should CONTRACTOR fail to submit required reports when due, COUNTY may withhold payments under this contract to the extent allowed by law, or use as a basis for reduction, suspension, or termination of funding of any or all funds under this agreement.

- 1. Annual Housing Confirmation Report:** CONTRACTOR receiving any/all funds under this agreement must complete and submit information requested upon request to COUNTY Human Services Division and enter all ServicePoint data as per Lane County HMIS Policies and Procedures for the State of Oregon Health Authority Addictions and Mental Health Division's Annual Housing Confirmation Report.
- 2. Community Services Block Grant (CSBG) Reports:** CONTRACTOR receiving any/all funds under this agreement must complete a fiscal worksheet detailing other monies used to support this contract for the calendar year within 30 days of the end of the calendar year and enter all ServicePoint data as per Lane County HMIS Policies and Procedures.
- 3. Emergency Housing Assistance (EHA) Reports:** CONTRACTOR receiving any/all funds under this agreement must enter all ServicePoint data as per Lane County HMIS Policies and Procedures and submit invoices by the 15th of the month for the previous month.
- 4. Emergency Solutions Grant (ESG) Reports:** CONTRACTOR receiving any/all funds under this agreement must enter all ServicePoint data as per Lane County HMIS Policies and Procedures and submit invoices by the 15th of the month for the previous month.
- 5. Housing Stabilization Program (HSP) Reports:** CONTRACTOR receiving any/all funds under this agreement must submit all required documentation to Lane County HHS Admin, enter all ServicePoint data as per Lane County HMIS Policies and Procedures, and submit invoices by the 15th of the month for the previous month.
- 6. State Homeless Assistance Program (SHAP) Reports:** CONTRACTOR receiving any/all funds under this agreement must enter all ServicePoint data as per Lane County HMIS Policies and Procedures and submit invoices by the 15th of the month for the previous month.
- 7. Home Tenant-Based Assistance (HTBA) Reports:** CONTRACTOR receiving any/all funds under this agreement must submit all required documentation to Lane County HHS Admin, enter all ServicePoint data as per Lane County HMIS Policies and Procedures, and submit invoices by the 15th of the month for the previous month.
- 8. HUD- Annual Performance Report (APR):** CONTRACTOR receiving U.S. Housing and Urban Development Continuum of Care Grant funding must complete and submit the fiscal worksheet for the Housing and Urban Development Annual Performance Report (HUD-APR) to COUNTY Human Services Division within thirty (30) days following the end of the HUD project year and enter all ServicePoint data as per Lane County HMIS Policies and Procedures.

- 9. HUD Annual Homeless Assessment Report (AHAR):** CONTRACTORS with a project in the Lane County Housing Inventory Count (HIC) must enter all ServicePoint data as per Lane County HMIS Policies and Procedures and inform COUNTY Human Services Division of any change in the inventory within 72 hours.
- 10. Point in Time (PIT) Count:** CONTRACTORS receiving any/all funds under this agreement must participate in the Point in Time Sheltered and Unsheltered Count.
- 11. Community Development Block Grant:** CONTRACTOR receiving Community Development Block Grant (CDBG) funding must enter all ServicePoint data as per Lane County HMIS Policies and Procedures and complete and confirm data in the CDBG Service Report to COUNTY Human Services Division within thirty (30) days following quarters ending on September 30th, December 31st, March 31st and June 30th. CDBG funded agencies are encouraged to expend CDBG funding in the first three quarters of the grant period. Regardless of the number of billing months, agencies are expected to report full year project activity for which CDBG contributes to the support.
- 12. Other Reports:** CONTRACTOR shall provide other reports as requested by COUNTY.

ANNUAL FINANCIAL REPORT SUBMISSION COVERSHEET
Lane County Health & Human Services

AGENCY NAME: _____

FISCAL YEAR: _____

Audit

- Audit
- Communication of Internal Control Deficiencies (material weakness or significant deficiencies) indicating findings.
OR
- Certification that none were communicated
- Proof of submission of a Single Audit to Federal Audit Clearinghouse
OR
- Certification that Single Audit is not required
- Management Advisory Letter & Board Response to Management Letter
OR
- Certification that a Management Advisory Letter was not provided

Review Statement

- Review Statement
- Certification that Single Audit is not required

Compilation Statement

- Compilation Statement – including
 - Identification of Lane County funding in the financial statements (where is it presented and how much has been recognized)
 - Provide the following ratios: current, debt to net assets, A/R turnover, days expenditures in unrestricted net assets
 - Identification of any adjustments the accounting records made as part the compilation statement
- Certification that Single Audit is not required

Definitions

Management Advisory Letter (advice): The auditor often observes less significant internal control-related matters, as well as opportunities for the client to improve or strengthen operational and administrative controls. Although the auditor is not required to communicate such matters to the client, he or she may decide to do so to better serve the client. As a matter of good practice, most auditors will issue a letter of recommendations to management. Usually, such a letter is separate from, and not combined with, the letter communicating significant deficiencies or material weaknesses, even though combining these matters is not specifically precluded. Communication of other such matters related to internal control may be made either orally or in writing. However, if other matters related to an entity's internal control are communicated orally, the auditor should document the communication.

Communication of Internal Control Deficiencies: This document requires the auditor to communicate in writing no later than 60 days following the report release date to management and those charged with governance significant deficiencies and material weaknesses in internal control.

Significant Deficiency: A deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Material Weakness: A deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

**Certification That Agency Is Not Required To Submit
A Single Audit**

(to be submitted by any agency not submitting a Single Audit)

I hereby certify that _____(name of agency) did not receive over \$750,000 in federal funds during FY_____ and therefore is not required to receive a Single Audit.

Signature

Date

Typed Name of Agency Official

**Certification That Agency Did Not Receive A Communication
of Internal Control Deficiencies As A Part Of Their Audit**

(to be submitted by any agency not submitting a communication of Internal Control Deficiencies)

I hereby certify that _____(name of agency) did not receive a
Communication of Internal Control Deficiencies as a part of the FY_____ audit.

Signature

Date

Typed Name of Agency Official

**Certification That Agency Did Not Receive
A Management Advisory Letter As Part Of Their Audit**

(to be submitted by any agency not submitting management advisory letter and Board response)

I hereby certify that _____(name of agency) did not receive a management advisory letter as a part of the FY_____ audit.

Signature

Date

Typed Name of Agency Official

Exhibit F

Lane County Standard Provisions

STANDARD CONTRACT PROVISIONS

20.590 Standard Contract Provisions.

The following standard public contract clauses must be included expressly or by reference in every County contract:

(1) Pursuant to ORS 279B.220 or ORS 279C.505, as applicable, Contractor must:

(a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.

(2) Pursuant to ORS 279B.230 and 279C.530, as applicable:

(a) Contractor must promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(b) All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(3) Pursuant to ORS 279B.235, 279C.520, and 279C.540, as applicable, in performing the work of this Contract:

(a) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

(i) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(iii) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

(b) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(c) If this Contract is for personal services as described in ORS 279A.055, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal

services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(d) If this Contract is for services at a county fair or for other events authorized by a county fair board, employees must be paid at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. An employer shall give notice in writing to employees who work on such a contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.

(e) Except as provided in subsection (d) of this section, if this Contracts is for services, all persons employed under the Contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(f) This section (3) does not apply if the Contract is strictly for goods or personal property.

(4) Contractor may not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold the County harmless from any such lien or claim.

(5) Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(6) Contractor, any subcontractors, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, unless exempt under ORS 656.126.

(7) Unless otherwise provided by the contract or law, the County has a right to exercise the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards:

(a) Reduce or withhold payment;

(b) Require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or

(c) Declare a default, terminating the public contract and seeking damages and other relief available under the terms of the public contract or other applicable law.

(8) The Contract may be canceled at the election of the County for any substantial breach, willful failure or refusal on the part of Contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of Contractor, if the work cannot be completed for reasons beyond the control of either Contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work

(9) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County

will notify Contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County will have no further obligation to Contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(10) Unless otherwise provided by the contract or law, Contractor agrees that the County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum period of (6) six years after the County makes final payment on this Agreement. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by the County.

(11) Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Agreement, unless the County has good cause and the contract provides otherwise.

(12) Contractor shall make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(13) The County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(14) Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits or certificates before performing any work. The failure of Contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(15) Contractor may not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified by Lane County. Such insurance must have the approval of Lane County as to limits, form, and amount.

(16) Pursuant to ORS 279A.120, if Contractor is a nonresident bidder and the Contract price exceeds \$10,000, Contractor must promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract.

(17) Pursuant to ORS 279B.225, if the Contract includes lawn and landscape maintenance Contractor must salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

(18) Contractor may not commence any work until provides and furnishes evidence of all required insurance specified by the County, and has obtained the County's approval as to limits, form, and amount. Coverage must include an Additional Insured Endorsement that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.

(19) During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will comply with all applicable requirements of 29 CFR Part 471, Appendix A to Subpart A (copy available at: <http://www.dol.gov/olms/regs/compliance/EO13496.htm>), and will include the terms of these requirements in all subcontracts entered into under this Contract.

(20) Failure of County to enforce any provision of the Contract does not constitute a waiver or relinquishment by County of the right to such performance in the

future nor of the right to enforce that or any other provision of this Contract.

(21) The provisions of this Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees and, if included in the Contract, attorney fee provisions and limitations, will survive termination or completion of the Contract.

(22) The parties agree that time is of the essence with respect to all provisions of this Contract.

(23) Except as otherwise required by law, Contractor must maintain confidentiality of information obtained pursuant to this Contract, and may not use, release, or disclose any information concerning any employee, client, applicant, or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract, except upon written consent of County and, if applicable, the employee, client, applicant, or person. Contractor must ensure that its officers, employees, agents, and subcontractors understand and comply with the confidentiality provisions of this Contract.

(24) Binding on Successors and Assigns. The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.

(25) 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.

(26) Contractor must continue to comply with the tax laws of the State of Oregon and its political subdivisions, including but not limited to ORS305.620 and ORS chapters 316, 317 and 318 during the term of the Contract. Contractor's failure to have complied or comply with these tax laws will constitute a default, for which the County may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law. *(Revised by Order No. 15-09- 01-05, Effective 10-15-15)*

Exhibit G

Federal Requirements

FEDERAL ASSURANCES; TERMS AND CONDITIONS

CONTRACTOR hereby assures, warrants, covenants, and certifies that with respect to any federal funds disbursed to it under this Contract:

A. Application, Acceptance and Use of Federal Funds. Use, Compliance with Federal Law; CONTRACTOR shall comply with all applicable Federal regulations, policies, guidelines, and requirements, as may be modified from time to time, as they relate to the application, acceptance, and use of all federal funds under this Contract which may include, but are not be limited to 2 CFR Subtitle B with guidance at 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards (OMB Super Circular effective December 23, 2014). The U.S. Department of Health and Human Services (HHS) has supplemented the foregoing at 2 CFR Part 300 and 45 CFR Parts 74, 75 and 92, which apply to federal funding awards from HHS as indicated therein. See General Assurances, Section 7, for further detail re audit requirements.

B. Further Assurances. As the duly authorized representative of the CONTRACTOR, I assure, warrant, covenant, and certify that the CONTRACTOR, in addition to complying with 2 CFR Subtitle B with guidance at 2 CFR, Part 200, 2 CFR Part 300, and 45 CFR Parts 74, 75 and 92, shall comply and, require all Subcontractors and Vendors, as applicable, to comply with the following federal requirements, as they may be amended from time to time.

GENERAL ASSURANCES

- 1. Miscellaneous Federal Provisions; Nondiscrimination.** CONTRACTOR shall comply and require all Subcontractors and Vendors to comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Program Element Work. Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply and require all Subcontractors and Vendors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: (a) Title VI, VII, and VIII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (f) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (g) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; 42 USC 2000d, (h) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (i) 20 U.S.C. §1681, (j) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, (k) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism, (l) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records, (m) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made, (n) the requirements of any other nondiscrimination statute(s) which may apply to Grant award, (o) all regulations and administrative rules established pursuant to the foregoing laws, (p) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (q) all federal law governing operation of Community Services programs. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C §14402.
- 2. Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then CONTRACTOR shall comply and require all Subcontractors and Vendors to comply with

Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

- 3. Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then CONTRACTOR shall comply and require all Subcontractors and Vendors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHCS, HUD or HHS, as applicable, and the appropriate Regional Office of the Environmental Protection Agency. CONTRACTOR shall include and require all Subcontractors and Vendors to include in all contracts with Subcontractors or Vendors receiving more than \$100,000, language requiring that party to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** CONTRACTOR shall comply and require all Subcontractors and Vendors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. §6201 et. seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Contract, CONTRACTOR certifies, to the best of the CONTRACTOR's knowledge and belief that:
 - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c.** The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors and Vendors shall certify and disclose accordingly.
 - d.** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e.** No part of any federal funds paid to CONTRACTOR under this Contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to

support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- f. No part of any federal funds paid to CONTRACTOR under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in Subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to CONTRACTOR under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery. CONTRACTOR shall comply and require all Subcontractors and Vendors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et.seq.*). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits. Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to CONTRACTOR, shall comply, and CONTRACTOR shall require all Subcontractors to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Records must be available as provided in Exhibit B.

8. Debarment and Suspension. CONTRACTOR shall not permit any person or entity to be a Subcontractor or Vendor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (see 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory

authority other than Executive Order No. 12549. CONTRACTORs with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- 9. Drug-Free Workplace.** CONTRACTOR shall comply and require all Subcontractors and Vendors to comply with the following provisions to maintain a drug-free workplace: (i) CONTRACTOR certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in CONTRACTOR's workplace or while providing Community Services to Clients. CONTRACTOR's notice shall specify the actions that will be taken by CONTRACTOR against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, CONTRACTOR's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHCS within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Subcontractor or Vendor to comply with subparagraphs (i) through (vii) above; (ix) Neither CONTRACTOR nor any of CONTRACTOR's employees, officers, agents, Subcontractors or Vendors may provide any Work required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the CONTRACTOR or CONTRACTOR's employee, officer, agent, Subcontractor or Vendor has used a controlled substance, prescription or non-prescription medication that impairs the CONTRACTOR or CONTRACTOR's employee, officer, agent, Subcontractor or Vendor's performance of essential job function or creates a direct threat to Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Contract.
- 10. Pro-Children Act.** CONTRACTOR shall comply and require all sub-contractors to comply with the Pro- Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
- 11. ADA.** CONTRACTOR shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
- 12. Agency-Based Voter Registration.** If applicable, CONTRACTOR shall comply with the relevant sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

- 13. Energy Administration.** CONTRACTOR shall comply with Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), the Department of Energy Organization Act of 1977 (Pub. L. 95.91), and the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385).
- 14. Equal Housing Opportunity.** CONTRACTOR shall comply with Executive Order 11063 as amended by Executive Order 11259 (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107.
- 15. Housing and Urban Development.** CONTRACTOR shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 170/u) and Executive Order 11246 (3 CFR 1964-1965 Comp., p 339), Executive Orders 11625, 12432 and 12138 and all implementing regulations issued pursuant to these statutes and authorities.
- 16. Fire Administration.** CONTRACTOR shall comply with the Fire Administration Authorization Act of 1992.
- 17. Right to Inventions.** CONTRACTOR shall Comply with 37 CFR part 401, “Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18. Active Exclusion.** No contract shall be awarded to parties listed as having any active exclusion on The System of Award Management in accordance with E.O.s 12549 and 12689, “Debarment and Suspension”.
- 19. American Made.** CONTRACTOR shall comply with Section 407 of Public Law 103-333 it is the sense of Congress that, to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.
- 20. Statement of Cost Financing.** CONTRACTOR shall comply with Section 508 of Public Law 103-333, statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- 21. Compliance with Laws.** CONTRACTOR shall require any individual, organization or other entity with whom it subcontracts, subgrants or subleases for the purpose of providing any service, financial aid, equipment, property or structure to comply with laws cited above. To this end, the subcontractor shall be required to sign a written assurance form.
- 22. Work Information.** CONTRACTOR shall compile and maintain information pertaining to Work as required by this Contract, including applicable Program Requirements.
- 23. Reliance.** CONTRACTOR shall recognize and agrees that Grant funds will be extended in reliance upon the representations and agreements made in this assurance and that the United States and the state of Oregon together or separately shall have the right to seek judicial enforcement of this assurance. This

assurance is binding on the CONTRACTOR, its successors, transferees and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

24. Funds Information. CONTRACTOR shall maintain all information as required by this Contract, including but not limited to 2 CFR Subtitle B with guidance at 2 CFR Part 200.

ASSURANCES: NON-CONSTRUCTION PROGRAMS

1. **Capacity.** CONTRACTOR the legal authority to apply for Grant funds and the institutional, managerial and financial capability (including funds sufficient to pay the non-granted share of project costs) to ensure proper planning, management and completion of all Program Requirements.
2. **Monitoring Access.** CONTRACTOR shall give the awarding federal agency, the Comptroller General of the United States and, the State (OHCS), through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the federal award; and shall establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. **Conflicts of Interest.** CONTRACTOR shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. **Work Completion.** CONTRACTOR shall initiate and complete the Work within the applicable time frame after receipt of approval of the awarding agency.
5. **Intergovernmental Personnel Act.** CONTRACTOR shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. **Uniform Relocation Assistance and Real Property Acquisition Policies Act.** CONTRACTOR shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. 42 U.S.C. §§4601-4655.
7. **Hatch Act.** CONTRACTOR shall comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
8. **Davis-Bacon Act.** CONTRACTOR shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002)), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
9. **Flood Disaster Protection Act.** CONTRACTOR shall comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
10. **Environmental Standards.** CONTRACTOR shall comply with environmental standards, which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of

project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

11. **Wild and Scenic Rivers Act.** CONTRACTOR shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
12. **National Historic Preservation Act.** CONTRACTOR shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
13. **Human Subjects.** CONTRACTOR shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
14. **Laboratory Animal Welfare Act.** CONTRACTOR shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
15. **Lead-Based Paint Poisoning Prevention Act.** CONTRACTOR shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
16. **Financial and Compliance Audits.** If required by OHCS, CONTRACTOR will, and will require and cause its Subcontractors and Vendors to, submit to OHCS financial and compliance audits and other information satisfactory to OHCS for the periods covered by any applicable Grant, this requirement being in addition to any audit requirements set forth below.
17. **Other Compliance.** CONTRACTOR shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing any applicable Grant.

ASSURANCES: CONSTRUCTION PROGRAMS

1. **Capacity.** CONTRACTOR has the legal authority to apply for Grant funds and the institutional, managerial and financial capability (including funds sufficient to pay the non-granted share of project costs) to ensure proper planning, management and completion of all Program Requirements.
2. **Monitoring Access.** CONTRACTOR shall give the awarding agency, the Comptroller General of the United States and, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and shall establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. **Title Integrity.** CONTRACTOR shall not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the

awarding agency. Shall record the Federal interest in the title of real property in accordance with awarding agency directives and shall include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. **Construction Plans and Specifications.** CONTRACTOR shall comply with the requirements of the financial assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. **Competent and Adequate Engineering Supervision.** CONTRACTOR shall provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed Work conforms with the approved plans and specifications and shall furnish progress reports and such other information as may be required by the assistance awarding agency or State (OHCS).
6. **Work Completion.** CONTRACTOR shall initiate and complete the Work within the applicable time frame after notice of award.
7. **Conflicts of Interest.** CONTRACTOR shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. **Intergovernmental Personnel Act.** CONTRACTOR shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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10. **Uniform Relocation Assistance and Real Property Acquisition Policies Act.** CONTRACTOR shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
11. **Hatch Act.** CONTRACTOR shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. **Davis-Bacon Act.** CONTRACTOR shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002)), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally- assisted construction subagreements.
13. **Flood Disaster Protection Act.** CONTRACTOR shall comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost

of insurable construction and acquisition is \$10,000 or more.

- 14. Environmental Standards.** CONTRACTOR shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- 15. Wild and Scenic Rivers Act.** CONTRACTOR shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- 16. National Historic Preservation Act.** CONTRACTOR shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

- 17. Financial and Compliance Audits.** If required by OHCS, CONTRACTOR shall, and shall require and cause its Subcontractors and Vendors to, submit to OHCS satisfactory financial and compliance audits for the periods covered by the grants. This requirement is in addition to any audit requirements set forth below.

- 18. Other Compliance.** CONTRACTOR shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing these programs.

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Exhibit H

Insurance

INSURANCE COVERAGES REQUIRED

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

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

COVERAGES

- Broad Form Property Damage
 Contractual Liability
 Explosion & Collapse
 Owners & Contractors Protective
 Products/Completed Operations
 Underground Hazard

LIMITS

- \$2 million per occurrence/\$4 million aggregate
 Amount required by funding source
 Other - Amount approved by Risk Manager or required by contract

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

LIMITS

- \$2 million combined single limit per accident for bodily injury and property damage
 Statutory Amount
 Amount required by funding source
 Other - Amount approved by Risk Manager and required by contract

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

LIMITS

- Statutory amount (currently \$500,000 in Oregon, other states may vary)
 Amount required by funding source
 Other: minimum of \$1,000,000 when not regulated by statute

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

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

Exhibit I

State Funding Assurances

For the purposes of this Exhibit, Subgrantee refers to CONTRACTOR and Subrecipients refers to CONTRACTOR's subcontractors.

**Program Element PE 03 Emergency
Housing Assistance**

1. Description. The Housing and Community Services Department (“OHCS”) Emergency Housing Assistance (“EHA”) provides state funds to supplement existing local programs and/or establish new programs designed to prevent and reduce homelessness. EHA funds are available for eight program service components: street outreach, emergency shelter; transitional housing; rapid re-housing; homelessness prevention; supportive in-home services; data collection and; community capacity building designed to enhance, expand or sustain homeless services.

2. Definitions. Certain words and phrases in this program element shall have the meanings provided herein, as stated in OAR 813.046 as amended, ORS 458.600 to 458.650, or as otherwise provided by OHCS unless the context clearly requires otherwise:

“Certified household” means an individual, family or household whose homeless status and eligibility for program services has been verified by subgrantee through required and adequate documentation satisfactory to OHCS.

“Emergency shelter” means any appropriate facility that has the primary use of providing temporary or transitional shelter for the homeless in general or for specific populations of the homeless and the use of which does not require occupants to sign leases or occupancy agreements.

“Extremely low income” means an annual household income that is 30% or less of area median income based on HUD determined guidelines adjusted for family size.

“Funding agreement” means the Master Grant Agreement or other written agreement, together with all incorporated documents and references, to be executed by and between the Department and subgrantee agency in form and substance satisfactory to the department as a condition precedent for receipt of program funding from the department.

“Funding application” means the subgrantee agency’s application to the OHCS for a program grant.

“HMIS” means Homeless Management Information System.

“Homeless” means an individual, family or household that lacks a fixed, regular, and/or adequate nighttime residence in accordance with department categorical definitions. Categorical definitions are contained in the program manual.

“Household” means an individual living alone, family with or without children, or a group of individuals who are living together as one economic unit.

“Household income” means the total household income from all sources before taxes. Income under this definition may be reduced by deductions allowed by the department in compliance with program requirements. Income does not include assets or funds over which the applicant or household has no control.

“HUD” means U.S. Department of Housing and Urban Development.

“Low income” means an annual household income that is more than 50% but at or below 80% of the area median income based on HUD determined guidelines as adjusted for family size.

“OHCS” means the State of Oregon, acting by and through its Housing and Community Services Department.

“Program” or “EHA” means the Emergency Housing Assistance program administered by the department pursuant to this division and other applicable law.

“Program manual” means the State Homeless Funds Program Operations Manual as amended from time to time, incorporated herein by this reference. The program manual may be accessed online on the department’s website.

“Program participant” means a household that receives program services.

“Program requirements” means all funding Agreement terms and conditions (including work plan objectives), OHCS directives (including deficiency notices), and applicable state, local and federal laws and regulations (including OAR 813.046 as amended, other applicable department rules, and the program manual), executive orders, local ordinances and codes.

“Program services” means allowable services for emergency shelter, transitional housing, rapid re-housing, homelessness prevention, supportive in-home services, veteran’s housing stabilization services, data collection and community homeless system capacity building activities as defined in the OHCS program manual and eligible for funding under the program.

“Self-sufficiency” means meeting basic needs and achieving stability in areas including, but not limited to, housing, household income, nutrition, health care, and accessing needed services.

“Subgrantee agency” or “agency” or “subgrantee” means a private, nonprofit corporation organized under ORS chapter 65, a housing authority established under ORS 456.055 to 456.235, or local government as defined in ORS 197.015 with whom the OHCS has contracted to administer program services at the local level.

“Subrecipient” or “subcontractor” means a nonprofit corporation established under ORS chapter 65, a housing authority established under ORS 456.055 to 456.235, or a local government as defined in ORS 197.015, contracting with a subgrantee agency to provide program services.

“Very low income” means an annual household income that is 50% or less of the area median income based on HUD determined guidelines adjusted for family size.

“Veteran” means a person who served in the U.S. Armed Forces and was discharged under honorable conditions or is receiving a nonservice-connected pension from the U.S. Department of Veterans Affairs as further defined in ORS 408.225 and the program manual.

“Work Plan” means the subgrantee agency’s plan for the use of program funds as approved by the OHCS, which is part of its approved funding application, and included in its funding agreement with the OHCS.

3. Scope of Work.

- A. Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this Agreement, including its local work plan as approved by OHCS and supplemented herein, together with applicable program requirements including OAR 813.046 as amended, and ORS 458.600 to 458.650. The approved work plan is incorporated herein by reference. The remaining provisions of this Section 3 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 3A or otherwise under this Agreement.
- B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the all program requirements, including but not limited to the following terms and conditions:
 - 1) Subgrantee shall expend no more than 10% (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this Agreement.

- 2) Subgrantee shall, and shall cause and require its subrecipients by contract to assure that program funds are used only for program services consistent with program requirements.
- 3) Subgrantee shall, and shall cause and require its subrecipients by contract to assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding. A Department determined portion of program funds shall be allocated to exclusively serve veterans in compliance with House Bill 2417.
- 4) Subgrantee shall, and shall cause and require its subrecipients by contract to ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period shall be recaptured by OHCS.
- 5) Subgrantee shall, and shall cause and require its subrecipients by contract to conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and OHCS program requirements.
- 6) Subgrantee shall, and shall cause and require its subrecipients by contract to serve only certified households whose eligibility has been determined in compliance with program requirements. Subgrantee is responsible to OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to OHCS within 30 days upon written demand from OHCS.
- 7) Subgrantee shall, and shall cause and require its subrecipients by contract to provide program services only to eligible households who are homeless or at risk of homelessness.
- 8) Subgrantee shall, and shall cause and require its subrecipients by contract to assure that program services are available to extremely low income and very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, that are homeless or unstably housed and at risk of becoming homeless.
- 9) Subgrantee shall, and shall cause and require its subrecipients by contract to meet OHCS recordkeeping requirements for the adequate documentation of homeless, at risk of homelessness and veteran status when determining the eligibility of households served with program funds.
- 10) Subgrantee shall, and shall cause and require its subrecipients by contract to require all program participants as appropriate, to participate in programs or activities that shall increase household self-sufficiency.
- 11) Subgrantee shall, and shall cause and require its subrecipients by contract to re-evaluate program participant eligibility and need for homelessness prevention and rapid re-housing services in compliance with program requirements.
- 12) Subgrantee and subrecipients may utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall be outlined and approved by OHCS in the Subgrantee's work plan application. Targeting and serving homeless and at risk of homelessness veterans is required for the use of program funds that have been legislatively dedicated to serving veterans.
- 13) Subgrantee shall, and shall cause and require its subrecipients by contract to have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings shall be handled by the subgrantee. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.

- 14) Subgrantee and its subrecipients may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures shall be clearly communicated to and easily understood by program participants and readily available upon request, or posted in a public location.
- 15) Subgrantee shall, and shall cause and require its subrecipients by contract to be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
 - a) Establishment and maintenance of regular subrecipient monitoring practices. Subgrantee shall obtain prior written approval from OHCS when adding additional subrecipients or renewing any subrecipients.
 - b) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - c) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
 - d) Establishment and maintenance of clear procedures for dealing with program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.
 - e) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 16) Subgrantee shall, and shall cause and require its subrecipients by contract to assure that all required documentation is included in program participant files or otherwise accessible as satisfactory to OHCS. This includes, but is not limited to, documentation of meeting the homeless definition in compliance with department documentation standards.
- 17) Subgrantee shall, and shall cause and require its subrecipients by contract to allow OHCS access to, or furnish, whatever information and/or documentation is necessary for OHCS to conduct reviews, audits and compliance monitoring as it deems appropriate. Subgrantee shall permit representatives of OHCS to visit its sites or subrecipient sites, and to review and audit all records pertinent to program funding at any reasonable time, with or without benefit of prior notification.

4. Program Specific Reporting.

- A. Subgrantee shall, and shall cause and require its subrecipients by contract to assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of OHCS approved HMIS. EHA funds dedicated to veterans must be entered and reported separately from other EHA funded client data. Subgrantee shall, and shall cause and require its subrecipients to, ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to OHCS.
- B. Subgrantee shall, and shall cause and require its subrecipients by contract to submit all reports as required in the Agreement including the “Quarterly Provider Report” which is due 20 days following the end of each quarter—October 20th, January 20th, April 20th and July 20th. Subgrantee may request a reporting deadline extension when necessary for department approval or disapproval.
- C. Subgrantee shall provide additional reports as needed or requested by OHCS.

5. Performance Measures.

A. Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals:

- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program. Preliminary statewide target is 30%.
- 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from the time of program or project exit. Statewide target is 80%.

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Exhibit J

CDBG Funding Requirements (City of Eugene)

Not Applicable

Exhibit K

CDBG Funding Requirements (Springfield)

Not Applicable