

Amended 02/15/2024

Lane County Health & Human Services

Stabilization Center Fundraising Consultant

REQUEST FOR PROPOSALS

#21308

March 29, 2024, through December 31, 2024

Renewable through June 30, 2026

Please Note

If, between 02/14/2024 and 02/15/2024, you saw a version of this RFP that did NOT say "Amended", the dates within the Calendar of Events have been extended.

Submit Proposals To

Evan Olsen

Evan.Olsen@lanecountyor.gov

Deadline:

1 PM (PDT) March 11, 2024

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You are hereby requested to respond to the following Request for Proposals by 1 PM (PDT) on March 11, 2024. 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 consultants to develop and implement a strategic local funding campaign to secure remaining funds needed for the Stabilization Center capital fund, and as applicable, other start-up costs. The primary objective of this RFP is to select a qualified fundraising consultant who can:

- Develop a tailored, innovative, and comprehensive fundraising strategy in line with governmental procurement rules and regulations;
- Identify, prioritize, and possibly seek potential sources of funding with County oversight;
- Conduct fundraising activities;
- Create and implement the use of fundraising materials;
- Train and support Lane County staff in the implementation of fundraising strategies;
- Provision of on-going technical support and guidance.

The term of the contract arising from this Request for Proposals will be 3/29/2024 through 12/31/2024. The contract may be renewed through 6/30/2026 based on revenue availability, contractor performance and/or need.

Pursuant to ORS 279A and Lane County contracting rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Lane County. Any estimated purchase volumes listed herein do not include other public agencies and Lane County makes no guarantee as to their participation.

Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

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.
- B. The contractor must comply with all applicable federal, state, local statutes, and rules governing the operations of the program, including, but not limited to the following:
 - 1. The Americans with Disabilities Act of 1990, 42 USC 12101 et seq. as well as ORS 30.670 through 30.685, ORS 659.425 and ORS 659.430, and all rules and regulations implementing those laws.
 - 2. Federal Code, Title 5 USCA 7201 et seq.: Anti-discrimination in employment
 - 3. ORS 659.010, 659.015, 659.020 and, 659.030: Enforcement of Civil Rights
- 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.

Proposal Preparation and Submission

- A. To be received and considered, all proposals must be in writing and signed by the bidder or the bidder's authorized representative. Proposals must be submitted in the manner specified in the RFP documents.
- B. In your responses, please follow the sequence of questions or documentation requested in all sections of the Request for Proposals. **All proposals must be submitted as a single PDF document.**
- C. By signing and returning a proposal, the proposer acknowledges that the proposer has read and understands the terms and conditions applicable to the proposal documents and that the proposer accepts and agrees to be bound by the terms and conditions of the contract, including to perform the scope of work and meet the performance standards.
- D. 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.
- E. All proposals submitted are subject to public inspection, with the exception of information covered by an exception in public records law pursuant to ORS 279B.055(5)(c). Each proposer, by submitting a proposal, acknowledges that it is the proposer's responsibility to defend and

indemnify the County for any costs associated with establishing such an exemption. The proposer's act in submitting a bid constitutes the proposer's acceptance of this responsibility.

- F. A proposer may not modify its proposal after submission. A proposer may withdraw its proposal at any time prior to RFP closure, and may submit a replacement proposal in accordance with the required submission procedures and timelines.
- G. Proposals will be received by Program Services Coordinator 2, Evan Olsen, until 1 PM (PDT) on March 11, 2024. Proposals will be publicly opened immediately following the time proposals are due. Proposals must be submitted to evan.olsen@lanecountyor.gov. The County will not consider any proposal transmitted and received after the time and date stated in the RFP document.
- H. 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.
- I. 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 bidding procedures and requirements, and for good cause, rejecting all proposals upon a finding that it is in the public interest to do so. The County may also:
 - 1. Issue a subsequent Request for Proposals for the same or similar goods or services
 - 2. Solicit supplemental information only from those bidders that submitted bids, if in the public officer's judgment it is unlikely re-advertising publicly would lead to greater competition
 - 3. Not award a contract for the requested services
 - 4. Waive any irregularities or informalities
 - 5. Issue more than one contract, dividing the services to be rendered and the remuneration to be paid
 - 6. Accept the proposal which the County deems to be the most beneficial to the public and to Lane County
 - 7. Negotiate with any proposer to further amend, modify, redefine or delineate its proposal
 - 8. Further question any proposer to substantiate claims of experience, background, knowledge and/or ability
 - 9. Waive the need for reference checks, based on current or prior experience with and/or knowledge of the proposer

- J. The County will not examine any proposal prior to opening. However, the public officer may, but is not obligated to, examine proposal documents submitted electronically to verify receipt of the electronic submission in an intact condition. All proposals submitted will be opened publicly at the time, date and place designated in the RFP by Evan Olsen, Program Services Coordinator 2. Any proposal or modification received after the designated deadline will not be opened or considered. Proposals submitted in response to an RFP may be opened in a manner to avoid revealing contents to competing proposers in accordance with ORS 279B.060(6)(a).
- K. Proposals submitted are not subject to public inspection until a notice of intent to award has been issued.
- L. All proposals must be irrevocable for not less than thirty (30) days from the time of opening of proposals, unless otherwise stated in the RFP documents. The proposals of all proposers will remain irrevocable and binding, and any proposal securities will be retained by the public officer, until a contract has been executed and the contractor has provided any and all required performance bonds and insurance certificates.

Proposal Evaluation and Award

- A. Proposal evaluation will be conducted by the public officer in cooperation with the department requesting the RFP, if any, based on the requirements of the RFP, compliance with procedures, public contracting laws, and the requirements of the Lane Manual, including:
 - 1. Application of preferences for Oregon goods and services, resident bidders, recycled goods, and printing, pursuant to ORS 279A.120 to ORS 279A.128 and ORS 282.210.
 - 2. Investigation and determination of responsibility requirements pursuant to ORS 279B.110.
 - 3. Where the proposal includes more than one (1) price or alternative, any calculation and evaluation necessary to determine the most responsive proposal. The County may use the methods described in OAR 137-049-0380(2) or such other method as the public officer deems reasonable
 - 4. Submission of a completed Proposer's Statements and Certifications in the form included in this RFP.
- B. Proposals will be reviewed for qualifications and completeness by Evan Olsen, Program Services Coordinator 2. Proposers must provide the following:
 - 1. Information required by Proposal Content section of the RFP
 - 2. Signed Proposers' Statements and Certifications
- C. Proposals will be reviewed by the proposal review committee. The proposal review committee will be made up of Britni D'Eliso, Behavioral Health Project Manager, Jason Davis, Public Information Officer, Noel Moran, FQHC Finance Manager, & Tim Black Executive Steering Committee Member. The County will award contracts only to responsible contractors possessing the ability to perform. In determining whether a contractor is responsible, the County will

consider the contractor's record of integrity, compliance with public policy, past performance, and technical and financial resources as well as responses received from references, interviews, and supplemental questions, if any.

- D. Minor informalities/mistakes in proposals may be waived. Mistakes discovered in proposals after opening where the intended correct statement or amount is evident or properly substantiated may be corrected. Where the intended correct statement or amount is not evident or cannot reasonably be substantiated or clarified, the proposal may not be accepted. The County reserves the right to waive technical defects, discrepancies and minor irregularities, and to not award a contract when it finds such action to be in the public interest.
- E. The County will provide written notice of its intent to award to a given proposer or proposers by March 18, 2024. All proposers recommended for funding must pass the Management Qualifications process prior to Lane County issuing a contract for services. Following issuance of a notice of intent to award, all proposals are open to public inspection, except for information examination covered by an exception in public records law pursuant to ORS 279B.055(5)(c). Each proposer, by submitting a proposal, acknowledges that it is the proposer's responsibility to defend and indemnify the County for any costs associated with establishing such an exemption. The proposer's act in submitting a proposal constitutes its acceptance of this responsibility.
- F. The County reserves the right to cancel a solicitation, or reject any or all proposals in whole or in part when the cancellation or rejection is in the County's best interests as determined by the County. This includes rejecting any proposal not in compliance with all prescribed public solicitation procedures and requirements, and for good cause, rejecting all proposals upon a finding that it is in the public interest to do so. If all proposals are rejected in whole or in part, the County may advertise for new proposals, or solicit supplemental information only from those proposers that submitted proposals, if in the public officer's judgment it is unlikely re-advertising publicly would lead to greater competition. Evan Olsen 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 proposer finds discrepancies or omissions in the RFP documents, or is in doubt as to their meaning, the proposer must immediately notify the public officer (Evan Olsen, evan.olsen@lanecountyor.gov). If the public officer believes a clarification is necessary, an addendum will be issued in writing not less than seventy-two (72) hours prior to time of bid closure, unless the public officer determines that a shorter period is in the public interest. The terms of any addenda issued are to be included in the proposer's proposal and will become part of the contract documents. Addendums will be posted on the County-Wide Bid Page.

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 Evan Olsen, evan.olsen@lanecountyor.gov by 1 PM (PDT) on February 22, 2024.

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.

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.

- A. Requirements for protest.
 - 1. 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.
 - 2. 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).
 - 3. Any protest not in compliance with these rules may be rejected.
- B. Review and determination.

1. 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.
 2. 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.
 3. 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.
 4. 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.
- C. 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 – REQUESTED SERVICES

Description

Lane County Behavioral Health has partnered with key stakeholders across Lane County to plan for the development of a 24/7 Stabilization Center for individuals experiencing a behavioral health crisis. At the Stabilization Center, youth and adults will access immediate, person-centered behavioral health care provided by a diverse care team and will be supported to establish a plan for long-term stability. Lane County anticipates that rapid access to crisis de-escalation, psychiatric and clinical assessment, medication management, brief intervention therapy, case management and peer support will be available as part of the Stabilization Center.

These services will be available to all individuals, regardless of insurance or citizenship status. In addition to meeting immediate needs, Stabilization Center care team members should help connect individuals to long-term care in the community to address ongoing needs. The facility will be accessed by walk-in, community-based referrals, and law enforcement or mobile crisis transport, and to offer distinct levels of care for youth and adults needing short-term or longer-term stabilization. Upon initial assessment, if individuals are determined to meet criteria for inpatient level of care, individuals will be transitioned to a local hospital. Lane County has identified a build location for the Stabilization Center and anticipates the Center build to be completed in fall of 2026.

Stabilization services will be offered via three levels of care:

- 23-hour care for adults: fourteen (14) recliners arranged to facilitate interaction with other guests and with staff. Provides access to a high-speed assessment, observation, engagement, and stabilization service.
- 24+ hour stabilization for adults: sixteen (16) beds in individual rooms where services include assessment, diagnosis, abbreviated treatment planning, observation and engagement, support, individual and group therapy, skills training, prescribing and monitoring of psychotropic medication, referral, and linkage to community resources.
- 24+ hour stabilization for youth: twelve (12)-bed adolescent crisis stabilization unit. The youth unit would offer the same high-speed assessment, observation, engagement, and stabilization services, but will be capable of managing longer lengths of stay analogous to what is to be offered on the adult crisis stabilization unit.

The capital cost is estimated at \$30M and the project has secured \$14.5M at the time of this request, via County funding, grant funding and congressionally directed spending. Lane County is requesting proposals to assist with developing and running a community-based fundraising campaign to secure the remaining funding needed for the capital fund, and other start-up funding, as applicable.

Lane County is interested in contracting for consultation regarding development and implementation of a strategic local funding campaign to elicit donations from community members and philanthropy organizations. The estimated length of the contract and campaign is 8 months.

Funding

Funding will be based on proposals received, services performed, and need.

Additional Information

If applicants need additional information about any aspect of the program, questions and requests for information should be addressed to Evan Olsen at evan.olsen@lanecountyor.gov. Requested information to the extent it is available, will be posted on the County-Wide Bid Page.

PART III - CALENDAR OF EVENTS

February 15, 2024.....	Request for Proposal Released
February 22, 2024, 1 PM.....	Deadline for Commenting on or Protesting Specifications Believed to Limit Competition. Any written protest must be submitted to evan.olsen@lanecountyor.gov by 1 PM (PDT).
March 11, 2024, 1 PM.....	Proposals Due to evan.olsen@lanecountyor.gov
March 18, 2024.....	Notification of Review E-mailed
March 25, 2024, 1 PM.....	Protest of Recommendations Due
April 17, 2024.....	Contracts Awarded
May 1, 2024.....	Anticipated Start Date of Services

PART IV – PROPOSAL CONTENT

Proposer must submit all items included in this section of the RFP.

Program Questions

1. Which strategies do you have experience with that would apply to the requirements of this campaign, including fundraising for community, behavioral health, and/or governmental projects? Please provide specific examples.
2. Briefly describe the approach you would take in designing and leading a fundraising effort for a project that is focused on serving all community members with behavioral health needs? What unique considerations might need to be accounted for in this effort?
3. Please describe your anticipated time commitment for this project, and how you would plan to allocate your time within the suggested time constraints?
4. Please list specific fundraising efforts that you have led within Lane County within the past 10 years, including a brief description of those campaigns.
5. What is your experience working within governmental agencies and related regulatory standards?
6. Please outline your agency's fee proposal.
7. Please provide 3 references of your experience fundraising.

RESPONDENT STATEMENTS AND CERTIFICATIONS

(CONTRACT FORM D-2, 2020 EDITION)

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

Respondent's Name: _____

RFQ or RFP Title: _____

RESPONDENT STATEMENTS

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

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

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

ADDENDA

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

CERTIFICATIONS

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

1. Certification of Resident Bidder Status. Respondent is _____ is not _____ (check one) a resident bidder, as defined in ORS 279A.120.
2. Certification of Non-Discrimination. Respondent has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.

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

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

RESPONDENT

Authorized signature

Respondent's legal name

Name of authorized signer

Address

Title

Date

Federal Tax ID number

CONTACT INFORMATION FOR THIS SUBMISSION

Contact name

Telephone number

Email address

PART V – CRITERIA FOR EVALUATION OF REQUEST FOR PROPOSALS

1. Does the individual or agency have any experience utilizing strategies that would apply to the requirements of this campaign? Did the proposal include relevant experience and good examples?

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

2. Does the approach to designing and leading a fundraising effort outlined in the proposal seem like it will be effective and serve all community members?

1 2 3 4 5 6 7 8 9 10 x1 _____

3. Does the anticipated time commitment and allocation of time seem reasonable?

1 2 3 4 5 6 7 8 9 10 x1 _____

4. Does the proposal include fundraising efforts in Lane County in the last 10 years that seem relevant?

1 2 3 4 5 6 7 8 9 10 x1 _____

5. Does the proposer have experience working within governmental agencies and within regulatory standards?

1 2 3 4 5 6 7 8 9 10 x1 _____

6. Does the cost for the services appear reasonable?

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

PART VI- ATTACHMENTS

Lane County Contract

**LANE COUNTY
PERSONAL SERVICES CONTRACT BOILERPLATE
(With Indemnity)**

In performing these services, it is understood and agreed that:

1. CONTRACTOR represents and warrants to COUNTY that:
 - A. CONTRACTOR will meet all requirements, including HIPAA Provisions if included, specified in Exhibit A – Additional Terms and Conditions.
 - B. CONTRACTOR will perform the services specified in Exhibit B – Program Plan, by this reference made a part hereof, at a rate specified in Exhibit C – Budget, by this reference made a part hereof.
 - C. CONTRACTOR will provide match at a level specified in Exhibit D – Match.
 - D. CONTRACTOR will provide reports as specified in Exhibit E – Special Reporting Requirements.
 - E. CONTRACTOR will comply with the rules and regulations of COUNTY specified in Exhibit F – Standard Contract Provisions, by this reference made a part hereof.
 - F. 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 specified in Exhibit G – Federal Requirements.
 - G. CONTRACTOR will comply with all terms and conditions of the Contract. In the event of a conflict between the requirements of this document and any Exhibit, the requirements of this document prevail.
2. Payment will be made periodically as the work progresses, not more than monthly, based upon a properly submitted and approved invoice from CONTRACTOR. Payments will customarily be made within 30 days of receipt of a properly submitted and approved invoice from CONTRACTOR. Prior to approval and payment, COUNTY may require, and if required CONTRACTOR must provide, any information which COUNTY deems necessary to verify work has been performed properly in accordance with the Contract.
3. The parties may jointly agree to terminate this Contract at any time by written agreement. COUNTY may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving CONTRACTOR not less than 30 days’ advance written notice. If it has been determined by COUNTY that the health and safety of clients, staff or the public has been jeopardized by CONTRACTOR, COUNTY may terminate this Contract with less than 30 days written notice.

If County reasonably believes that CONTRACTOR is in material breach of CONTRACTOR’s obligations or any representation or warranty contained in this Contract, upon notice to CONTRACTOR of such breach and failure of CONTRACTOR to cure such breach within 7 days of receipt of COUNTY’s notice, COUNTY may terminate this Contract.
4. CONTRACTOR hereby agrees to maintain the security and privacy of any and all protected health information (PHI) received as a part of performing this contract in a manner consistent with state and federal laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations there under, and all other applicable laws.

No information contained in a client record will be disclosed if such disclosure is prohibited by ORS 179.505 to 179.507, 45 CFR Section 205.5 or 42 CFR Part 2, any administrative rule adopted by the State of Oregon Department of Human Services implementing the foregoing laws, or any other applicable federal or state confidentiality law.

5. CONTRACTOR will demonstrate through its actions an understanding and appreciation for diversity and differences in its clients. This will be demonstrated through provision of equal access to services for all clients. 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 clients will be treated with dignity and respect, regardless of gender, language, race, developmental ability, religion, political beliefs, sexual orientation and socioeconomic level.
6. This Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract and any amendments so executed will constitute an original.
7. Any notice, demand, consent, approval, or other communication to be given under this Contract must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this Contract, notice may be given to the person executing the Contract on behalf of that party.
8. The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and believed to spread mainly from person-to-person contact. Each of the parties is and must remain familiar with the Centers for Disease Control Prevention guidelines and with federal, state, and local laws, rules, and orders regarding COVID-19 throughout the term of this Contract. Each of the parties acknowledges that it understands the circumstances regarding COVID-19, and in carrying out its obligations under this Contract, each will take all necessary precautions, including those set out in the guidelines, laws, rules and orders described in this paragraph. The parties agree that they have anticipated the costs of compliance with the present guidelines, rules, laws, and orders in establishing their obligations under this Contract, and that no claim will be made by either party for such compliance. However, in the event that after the effective date of this Contract the referenced COVID-19 guidelines, laws, rules, and orders are changed in such a way as to adversely affect the parties' carrying out of their obligations under this Contract, either party so affected must give notice to the other party of any potential need to modify the Contract to accommodate or respond to such changes in the guidelines, laws, rules, and orders.
9. By execution of this Contract, CONTRACTOR certifies under penalty of perjury that CONTRACTOR represents that if it is, or if it 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.

10. By execution of this contract, the person signing this contract certifies to COUNTY that:

- A. The person has the power and authority to execute this Contract on behalf of Contractor, and to bind Contractor to its terms,
- B. Contractor will, at all times during the term of this Contract, be qualified and professionally competent, and possess any licenses required to perform the Work.
- C. Contractor has not discriminated against minority, women or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225,
- E. All staff and volunteers used in any program receiving funding from the Department of Human Services (DHS), Oregon Health Authority (OHA), Oregon Youth Authority (OYA), Department of Education (DOE) or the Employment Division or is licensed by DHS, OHA, OYA, DOE or the Employment Division will complete a criminal history check per ORS 181.534 or 181.537 and will not have unsupervised contact with clients prior to approval by DHS, OHA, OYA, DOE or Employment Division, and
- F. The 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:
 - (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
 - (ii) 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
 - (iii) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- G. Pursuant to ORS 305.385(6) and OAR 150-305-0302, the undersigned as Contractor hereby swears and affirms under penalty of perjury that, to best of my knowledge, Contractor is not in violation of any tax laws described in ORS 305.380 (4)(a).