



WASHINGTON COUNTY

OREGON

Community Health Improvement Plan Grant 2024

WASHINGTON COUNTY NOTICE OF FUNDING OPPORTUNITY

GRANT APPLICATION DEADLINE:
June 7, 2024, at 3 p.m.

CONTACT INFORMATION:
CHIP@washingtoncountyor.gov

PROGRAM OVERVIEW AND GOALS:

Washington County Public Health (WCPH) is part of a collaborative that conducts a community health assessment (CHA) process every three years using a variety of data sources including input from community members. The CHA identifies important health issues in our community. To address these issues, Washington County Health and Human Services (HHS) and WCPH in partnership with other community organizations, develops a community health improvement plan (CHIP). Click [here](#) for the 2020-2023 CHIP document. This funding opportunity is intended to support public health improvement activities that address key areas identified in the CHA and CHIP. The following are the proposal instructions, funding criteria, key dates, and contact information for the 2024-2025 Community Health Improvement Plan (CHIP) grant program. For funded projects, WCPH will request both a mid-point and an end of project report or interview with the organization. At the end of the grant cycle, WCPH will host a CHIP Grant Celebration to honor the work accomplished through the CHIP grants and to highlight and share project outcomes, successes and lessons learned.

Previously funded project examples can be found on the [CHIP website](#).

PROPOSAL INSTRUCTIONS

Your proposal will be submitted through an online form. [The application can be accessed here](#). There is a form available to download if you prefer to draft responses and paste it into the online form when you are ready to submit the proposal.

There is approximately \$150,000 available. Single organizations can apply for no more than \$35,000. The County will accept collaborative applications for these funds. Partnerships of two or more organizations can apply for no more than \$70,000. The review committee will make decisions on the number of awards based on the number of applications and the resources available. The committee may adjust the funding amount and request an adjusted work plan from the applicant.

Each proposal should demonstrate addressing health equity, health disparities, and/or trauma informed principles. Proposals should also demonstrate alignment with one of the [current CHIP priority areas](#):

- a. Improve access to health care including primary care, behavioral health, and oral health services.
- b. Improve behavioral health outcomes including mental health, suicide, and substance use.
- c. Build systems to improve community well-being and prevention.

Proposed work, including all programs and activities, must be implemented in Washington County.

Requirements for Collaboratives:

- Names and roles of each agency should be clearly identified in the application.
- Funding distribution plan must be identified.

- Every agency in the collaboration should meet the grant requirements as described in this Notice of Funding Opportunity.
- MOUs (Memorandums of Understanding) may need to be developed between the organizations involved in the project.
- Each applicant will be responsible for obtaining their own insurance policy if applicable.

APPLICATION

The application is available [here](#).

SUBMITTAL INFORMATION

Applications must be submitted and uploaded via online form by June 7th at 3 p.m. and must include a completed budget template and Certification and Contract Offer Form (see Appendix A of this document). **If you have any questions, please contact CHIP@washingtoncountyor.gov.**

It is the sole responsibility of the applicant to ensure complete applications are received by the due date and time.

REVIEW PROCESS

A panel of Washington County staff and community partners will review applications using the following criteria. Proposed work, including all programs and activities, must be implemented in Washington County.

Evaluation Criteria:	Points
• Purpose and alignment	40
• Project design	30
• Evaluation plan, timeline, and budget	20
• Qualifications of applicant or organizations involved	10
Total:	100

Criteria Definitions:

1. Purpose and Alignment (40 points):

A. Proposal clearly demonstrates alignment with one or more of the CHIP foundational goals:

1. Improve health equity and/or address health disparities: [Health equity](#) is achieved when all people can reach their full potential and well-being and are not disadvantaged by their race, ethnicity, disability, gender, gender identity, sexual orientation, social class, intersections among these communities or identities, or other socially determined circumstances.¹ A [health disparity](#) is a health difference that adversely affects a population in comparison to a reference population, based on one or more health outcomes.² Proposal

demonstrates a clear plan to address a specific health inequity and/or health disparity.

2. Use of a trauma informed approach: A [trauma informed care approach](#) incorporates three key elements: (1) realizing the prevalence of trauma; (2) recognizing how trauma affects all individuals involved with the program, organization, or system, including its own workforce; and (3) responding by putting this knowledge into practice by implementing services that are trauma informed, training staff and responding to participants with a trauma sensitive approach.³ Proposal addresses at least one of [SAMHSA's Six Principles](#) that guide a trauma informed approach:
 - i. Safety
 - ii. Trustworthiness & Transparency
 - iii. Peer Support
 - iv. Collaboration & Mutuality
 - v. Empowerment & Choice
 - vi. Cultural, Historical & Gender Issues

B. Proposal demonstrates alignment with at least one of the CHIP priority areas:

1. Improve access to health care including primary care, behavioral health, and oral health services.
2. Improve behavioral health outcomes including mental health, suicide and substance use.
3. Build systems to improve community well-being and prevention.

C. Proposal also includes the following:

1. Information on the proposed project's impact (e.g., number of people impacted or reached, impact on organizational systems or capacity)
2. Demonstration of new or enhanced organizational equity approaches or considerations (e.g., decision-making, inclusion and engagement, cultural humility and responsiveness, and collaboration)
3. A sustainability plan for proposed projects, if applicable

2. Project Design (30 points):

- A. Project description and workplan clearly shows ability to complete project by grant fund deadline of June 30, 2025.
- B. Proposal includes engagement with one or more community partners or stakeholders.
- C. Proposal clearly identifies how the need for the project was identified.

3. Project Plan, Timeline and Budget (20 points):

- A. Proposal includes [SMARTIE goals](#) (i.e., specific, measurable, action-oriented, relevant, time-bound, inclusive and equitable goals).
- B. Proposal includes completed work plan, timeline, and budget.

4. Qualifications of Applicant (10 points):

- A. Organization(s) has relevant skills and experience related to the project to support successful implementation.

TIMELINE

Projects will have a start date on or after August 1, 2024, and will be completed by June 30, 2025. Following is a timeline of the grant process.

EVENT	DATE
Grant application opened	Friday, May 10, 2024
Informational session via Zoom	Monday, May 20, 2024, 10 a.m.
Grant applications due	Friday, June 7, 2024, 3 p.m.
Grantee application acceptance notification	Week of June 24, 2024
Grant project begins	Executed Contract Date: Pending no delays this will be August 1, 2024. Projects will start on or after August 1, 2024.
Mid-point project phone interview	November-December 2024
Notification if grantees anticipate unspent funds	March 2025
All activities and deliverables complete	June 30, 2025
ALL FUNDS MUST BE SPENT BY:	June 30, 2025

ADDITIONAL SUPPORT AND OPTIONAL INFORMATION SESSION

If you have any questions about the application process or the application itself, please do not hesitate to reach out so we can provide clarification. For additional support, please email questions to CHIP@washingtonty.gov.

There will be an optional Zoom meeting on Monday, May 20, 2024, from 10-11 a.m. for any questions related to the grant. A list of questions and answers from this meeting will be posted to the Washington County HHS website following the call.

Join Zoom Meeting Info:

<https://us02web.zoom.us/j/89967305708?pwd=ZHZVa0UveCs1dzVla0taeDMxbUF6Zz09>

Meeting ID: 899 6730 5708

Passcode: 903683

REFERENCES

1. *Oregon Health Policy Board, Health Equity Committee.* (2019).
<https://www.oregon.gov/oha/EI/Pages/Health-Equity-Committee.aspx>.
2. *Minority Health and Health Disparities Definitions.* (n.d.). NIMHD.
<https://www.nimhd.nih.gov/resources/understanding-health-disparities/minority-health-and-health-disparities-definitions.html#healthDisparities>
3. *Washington County CHIP Community Tool Kit.* (2019).
<https://www.washingtoncountyor.gov/hhs/documents/community-health-improvement-plan-committee-toolkit/download?inline>

ADDITIONAL RESOURCES (OPTIONAL):

- Washington County CHIP Equity and TIC Toolkit:
<https://www.co.washington.or.us/HHS/chip.cfm>
- Trauma Informed Oregon's Roadmap to Trauma Informed Care:
<https://traumainformedoregon.org/roadmap-trauma-informed-care/>
- SAMHSA's Trauma Informed Approaches:
<https://store.samhsa.gov/sites/default/files/sma14-4884.pdf>
- Trauma Informed Systems (TIS) is an organizational change model developed by San Francisco Department of Public Health:
<https://traumatransformed.org/communities-of-practice/communities-of-practice-tis.asp>
<https://traumatransformed.org/documents/TIS-Principles-Competencies.pdf>
- Coalition of Communities of Color- Protocol for Culturally Responsive Organizations:
<http://www.coalitioncommunitiescolor.org/research-and-publications/protocolfororgs>
- Coalition of Communities of Color-Leading with Race:
<https://www.coalitioncommunitiescolor.org/leadingwithrace>
- Meyer Memorial Trust Diversity, Equity and Inclusion Tool: <https://mmt.org/news/understanding-meyers-dei-spectrum-tool>
- Center for Equity and Inclusion: <https://www.ceipdx.com/>

GRANT CONTRACT REQUIREMENTS

Grantee Eligibility

In addition to the requirements listed above;

- Any public or private organization is eligible to submit a proposal.
- Applicants must be able to demonstrate expertise or experience in the provision of the proposed services.
- Applicants must comply with and submit Washington County's Certification & Contract Offer with their application.

Non-Supplant Clause

- These funds must be used to supplement, not supplant organizational funds.
- Grantee must ensure that County provided funds do not replace (supplant) funds that have budgeted for the same purpose through non-federal sources.
- The applicant must certify that the funds, if awarded, will not supplant expenditures from other federal, state or local sources or funds independently generated by the grantee.

Contract Acceptance

- The effective date of the grant contract is the date in which Washington County fully executes the grant contract and shall serve as the start date of the grant.
- No expenses may be accrued against the grant until the contract is fully executed. The contracting process can take up to six weeks from the date of the award notification letter.

Grant Disbursement

- Grant disbursement will be determined before contract execution.
- The County may award one-time payments. The County may also award an initial start-up amount and then pay the remaining amount over predetermined installment amounts. The County's preference is quarterly billing, but County may determine monthly billing is necessary.
- The County may require any unspent funds over \$1.00 to be returned. This will be determined at the end of the contract if the agency still has unspent funds.

Reporting Requirements

- Contractor will be required to track and report data in a format and timeline agreed upon between Washington County and contractor.
- Grantee will be required to attend two interview sessions: one during the mid-point of the project and one final interview after the culmination of the project.
- Grantee will be required to submit one final report that will include, among other things, an accounting of expenditures and a description of project achievements. Additional reports may be requested.

Performance Requirements

- The contractor must operate the program independently and not as an agent of Washington County.
- The contractor must comply with all applicable federal, state, local statutes and rules governing the operations of the program.
- The project must occur between contract start date and end date as determined in the contract.
- Participation in regular meetings with the County.
 - County and Grantee will determine an appropriate meeting schedule for each award. Non-compliance with the meeting schedule proposed after award is made can result in forfeiture of award and a return of all award funds.

Changes to Budget After Award Notification

Expenses must follow the approved budget from the application. Transfers between expense categories may be made by the contractor except in the following instances, when a budget revision will be required:

- If a transfer would result in or reflect a significant change in the character or scope of the program.
- If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.
- Expense transfers between budget categories of more than 10%.

All budget line-item transfers must be pre-approved by the Contract Administrator.

Allowable Expenses

Funds may be used for the following types of expenses, provided they are directly attributable to the project:

- Staff
- Consultants
- Stipends
- Supplies
- Travel
- Other direct project expenses
- Development of educational materials or resources
- Indirect costs (up to 10% of total budget)
- Equipment
 - Small business equipment may be allowed. All equipment purchases must be pre-approved by the County before purchase and final ownership of the equipment will be decided between the County and the Grantee at time of funds disbursement.

Funds may **not** be used for the following purposes:

- Clinical services or patient care costs

- Over 10% of indirect costs
- Education via mass media (e.g., television, radio, newspapers, billboards)
- Construction or renovation of facilities
- Political campaigns or lobbying
- General operating funds
- Debt reduction
- Fundraising (e.g., endowments, annual campaigns, capital campaigns, employee matching gifts, events)
- Event sponsorships
- Projects completed before the date of grant approval
- Land acquisition
- Project-related investments/loans
- Scholarships
- Thermography
- Unapproved Equipment

Failure to mention a particular item of cost is not intended to imply that it is either allowable or unallowable; rather, determination as to allowability in each case will be determined by the County.

Forfeiture of Funds

- The responder will be expected to use the money as outlined in their proposal and as agreed to by Washington County. Funds used inappropriately will trigger a forfeit of award and all awarded funds may be returned. The County is the sole determinate for proper use of awarded funds.

Insurance Requirements:

- Insurance requirements are provided for reference. Applicants can request modifications to insurance requirements.
- Minimum standards of insurance may be required as per County policy.
- Grantee may be required to purchase a minimum insurance policy to meet County standards.
- Applicants may submit a copy of their current insurance coverage.

Decision Inquiries

- All requests for information regarding the County's decision as to grant awards must be made in writing within seven days of award notice.
- All requests will be sent in writing to:

Washington County CHIP Grant Opportunity
Washington County Purchasing Division
ATTN: Purchasing Manager
155 North First Ave., Suite 270, MS 28, Hillsboro, Oregon 97124

(Or email: WCPurchasing@co.washington.or.us)

APPENDIX A: RETURN FORMS

THE FOLLOWING FORMS MUST BE RETURNED WITH ALL GRANT APPLICATIONS

CERTIFICATION AND CONTRACT OFFER

The undersigned after having carefully examined the Notice of Funding Opportunity, the Grant Requirements, and all other related material and information, agrees to comply with the terms set forth in those documents and to furnish the services described at the rates proposed.

The responder hereby certifies that they have complied with the tax laws of Oregon and all political subdivision of the State of Oregon, including ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – The proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

The proposer will provide immediate written notice to the County if at any time prior to contract award, the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Where proposer is unable to certify to any of the statements in this certification, proposer shall attach an explanation to this offer. A certification that any of the items in the above paragraphs exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the proposer's responsibility.

The proposer has carefully examined all of the grant documents and addenda (if any) numbered _____ through _____ inclusive.

SIGNATURE: _____

PRINT: _____

TITLE: _____

Project Budget

Please complete project budget template and submit with application.

EXPENSE	DESCRIPTION OR EXPLANATION	COST
Personnel <i>(Staffing, Salary, Benefits)</i>	<i>(Position Title/FTE)</i>	
Contractors <i>(Trainers, Consultants)</i>		
Stipends		
Materials and Supplies		
Travel		
Indirect/Administrative <i>(10% or under of total)</i>		
Other		
	TOTAL	

APPENDIX B: STANDARD INSURANCE REQUIREMENTS

ACTUAL REQUIREMENTS MAY CHANGE DEPENDING ON THE SCOPE OF WORK

MINIMUM STANDARD INSURANCE REQUIREMENTS

The following minimum insurance will be required of the successful responder(s). It is strongly advised that responders give this information to their insurance agent to verify that all requirements can be met. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.

1. **COMMERCIAL GENERAL LIABILITY INSURANCE.** The policy shall name Washington County, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED by separate endorsement.** This insurance shall include contractual liability coverage for the indemnity provided under this contract.
 Not required.
 COMMERCIAL GENERAL LIABILITY INSURANCE with limits of not less than: \$500,000/\$1,000,000, \$1,000,000/\$2,000,000, \$2,000,000/\$4,000,000 or Other: \$ _____ each occurrence/aggregate for Bodily Injury and Property Damage.
2. **AUTOMOBILE LIABILITY INSURANCE.** The policy will include coverage protecting Washington County during the term of this contract.
 Not required.
 AUTOMOBILE LIABILITY INSURANCE with a combined single limit, or the equivalent of not less than: \$1,000,000, or \$2,000,000 each accident for Bodily Injury and Property Damage for Contractor's vehicles whether owned, hired, or non-owned.
 No requirement in excess of that required under state law.
3. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
4. **OTHER COVERAGE REQUIRED**
 POLLUTION OR ASBESTOS LIABILITY INSURANCE with limits of not less than \$1 million each occurrence (or each claim if coverage is afforded on a claims made basis) and \$1 million in the annual aggregate to cover damages due to Bodily Injury, Property Damage and Environmental Damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs.
 EMPLOYEE DISHONESTY AND MONEY AND SECURITIES with a limit of not less than \$ _____ to cover Theft, Disappearance and Destruction of County cash or negotiable securities in the care, custody or control of the contractor
 OTHER (describe coverage and limits):

A copy of the policy or Certificate of Insurance and endorsements, where required, acceptable to the COUNTY for each policy required above shall be filed with the COUNTY prior to the effective date of any contract entered into between COUNTY and responder.

APPENDIX C: SAMPLE CONTRACT

IF THE AMOUNT AWARDED IS UNDER \$25,000 THE FOLLOWING CONTRACT MAY APPLY. FOR A SAMPLE CONTRACT FOR AMOUNTS AWARDED OVER \$25,000 PLEASE REACH OUT TO CONTACT LISTED ON TITLE PAGE



PERSONAL / PROFESSIONAL SERVICES CONTRACT

This contract is between Washington County, a political subdivision of the State of Oregon (“County”), and, _____, (Contractor) *(This name must appear on invoices in order to receive payment and must match the name provided on the IRS W-9 form.)*

Whereas County has need of the services which Contractor has agreed to provide; now therefore, in consideration of the sum not to exceed \$ _____ to be paid to Contractor by County. Contractor shall be liable for all costs in excess of this amount. This contract cannot be amended.

Contractor agrees to perform between date of execution and _____ inclusive, the specific personal and/or professional services described in Attachment A.

If checked, Attachment C – Modifications to Standard Insurance Requirements is incorporated into and made a part of this contract.

1. **WHOLE AGREEMENT.** This contract is the complete and exclusive statement of the contract between the parties relevant to the purpose described and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this contract.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this contract shall be served by U.S. Mail on the signatories listed.
3. **GOVERING LAW/VENUE/ATTORNEY FEES/WAIVER.** The laws of the State of Oregon shall govern this contract. Any action commenced in connection with this contract shall be in the Circuit Court of Washington County or the United States District Court for the District of Oregon. Each party shall be responsible for its own costs and attorney fees for any claim, action, suit or proceeding, including any appeal. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the COUNTY according to law.
4. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through ORS 279C.870 are incorporated herein to the extent applicable to personal/professional service contracts.
5. **SEVERABILITY.** If any provision of this contract as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this contract or the validity or enforceability of the contract.
6. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this contract, is acting as an “independent contractor” and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an “independent contractor”, Contractor will not receive any benefits normally accruing to County employees.
7. **INDEMNIFICATION.** Contractor shall defend, indemnify and hold harmless, County, its agents, officers, elected officials, and employees from and against any and all claims, demands and judgments (including attorney fees) made or recovered against them arising out of or resulting from Contractor’s, including its employees, agents and subcontractor’s negligent performance or willful misconduct or failure to perform the obligations of this contract.
8. **INSURANCE.** The Contractor shall provide insurance coverage at the limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by

the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers' Compensation and Automobile Liability coverage.

(a) Workers' Compensation: Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. Unless otherwise exempt, Contractor shall provide the County with certification of Workers' Compensation Insurance, with employer's liability with limits not less than \$500,000/ \$500,000/\$500,000.

(b) Commercial general liability insurance covering Bodily Injury, Property Damage, and Personal Injury for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project. This insurance shall include contractual liability coverage for the indemnity provided under this contract, and

(c) Automobile liability insurance with combined single limit coverage of not less than \$1,000,000 per accident for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees; and

(d) Professional Liability/Errors and Omissions Insurance with limits not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by Washington County prior to the commencement of the Work.

In addition, all such insurance, with the exception of Professional Liability and Workers' Compensation, shall name Washington County, its agents, officers, elected officials and employees as an Additional Insured by separate endorsement. A copy of the **Additional Insured policy endorsement and the certificate of insurance** acceptable to the County shall be submitted to the County.

9. **NONDISCRIMINATION.** No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect of the contract and shall be grounds for cancellation, termination, or suspension in whole or in part by the County.
10. **TERMINATION.** This contract may be terminated under the following conditions: a) by written mutual agreement of both parties, b) upon fifteen (15) **calendar** days' written notice by either party to the other of intent to terminate for convenience, or c) immediately on breach of the contract.
11. **REMEDIES.** The consequences of Contractor's failure to perform the scope of work, perform in a timely manner, or to meet the performance standards established by this contract may include, but are not limited to: a) reducing or withholding payment, b) requiring Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards, and/or 3) declaring default, terminating the contract and seeking damages and other relief available under the terms of the contract or applicable law.
12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this contract may be contracted or assigned to any other individual, firm or entity without the prior written notice to the County. The County shall have 10 working days to object.
13. **SURVIVAL.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
14. **FUNDING.** In the event the County Board of Commissioners reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, or the source of funding for this contract is reduced, the Contractor agrees to abide by any County decision regarding this contract including, but not limited to, reducing the scope of services of this contract and a commensurate reduction in payment, or termination of service.
15. **STANDARD OF SERVICES/WARRANTY/TIME OF ESSENCE.** Unless the Contractor is providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services, as defined in ORS 279C.100, the Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services. Time is of the essence in Contractor's performance of every obligation and duty under this contract.
16. **OWNERSHIP AND USE OF DOCUMENTS.** All documents or other material submitted to County by Contractor (work products) shall become the exclusive property of County. All material prepared by Contractor under this contract may be subject to disclosure under Oregon's Public Records Laws. If any of the work products contain intellectual property of the Contractor that is or could be protected under state or federal copyright, patent, or trademark laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part for County business.
17. **CERTIFICATIONS.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4). Contractor also certifies that it is not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of

ATTACHMENT A:

Statement of Work/Schedule/Payment Terms

Scope of work will be included in attachment A for funded projects

