

Contract # 90954

**State of Oregon
Personal/Professional Services Contract**

This contract is between the State of Oregon acting by and through its Department of Human Services, Office of Information Services, hereinafter referred to as “DHS,” and

**CSG Professional Services, Inc.
5201 SW Westgate Drive, Suite 208
Portland, OR 97221**

hereinafter referred to as "Contractor".

I. EFFECTIVE DATE and DURATION

This contract shall become effective on the date this contract has been signed by every party hereto, and, when required, approved by Department of Administrative Services and Department of Justice. Unless terminated or extended, this contract shall expire when DHS accepts Contractor's completed performance or on **November 30, 2001**, whichever date occurs first. Expiration shall not extinguish or prejudice DHS's right to enforce this contract with respect to any breach of a Contractor's warranty or any default or defect in Contractor performance that has not been cured.

II. PURPOSE

The Contractor shall provide quality assurance, consultation, training, mentoring services and providing required documentation.

III. STATEMENT of WORK

The statement of work (the "Work") including the delivery schedule for such work is contained in Exhibit A, attached and incorporated by reference into this contract. Contractor agrees to perform the work in accordance with the terms and conditions of this contract.

IV. CONSIDERATION

A. DHS agrees to pay Contractor \$120 per hour for Senior Systems Analyst/Mentor Ed Crouser, not to exceed 600 hours, for accomplishing the Work as required by this contract, plus any allowable expenses and any travel and other expense reimbursement when noted herein. Task #1 payment(s) shall not exceed \$14,400 based upon DHS acceptance and approval of Task #1 deliverables. Task #2 payment(s) shall not exceed the aggregate of \$57,600, based on DHS acceptance and approval of deliverable(s) for approved service request(s), as defined in the context of the process set forth within Task #2. Payment for all work

performed under this contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$72,000.

- B.** Interim payments shall be made to Contractor following DHS's review and approval of invoices submitted by Contractor.
- C.** Contractor shall not submit invoices for, and DHS will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify DHS's Contract Administrator in writing thirty (30) calendar days before this contract expires, of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract, as it may be amended from time to time in accordance with its terms.
- D.** Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall also include the total amount invoiced to date by Contractor prior to current invoice. Contractor will specifically note the appropriate invoice when one-third and two-thirds of the maximum contract amount, including expense reimbursement, has been expended. Contractor shall send invoices to DHS's Contract Administrator (see E., below).
- E.** The DHS employee assigned to monitor contract compliance, authorize payment and act as DHS's Contract Administrator on matters concerning this contract shall be:

Susan Strohm, Application Team Manager
Health Division
Oregon Department of Human Services
800 NE Oregon Street, Suite 805
Portland, OR 97232
Phone: (503) 731-4004 Ext. 878
FAX: (503) 731-4386

V. TRAVEL and PER DIEM

No travel or other expenses shall be paid in addition to the cost herein.

VI. CONTRACT in its ENTIRETY

This Contract consists of this document and includes the following listed exhibits which are listed in descending order of precedence and are attached and incorporated into this Contract by reference:

- A.** Exhibit A: Statement of Work
- B.** Exhibit B: General Provisions
- C.** Exhibit C: Certification Statement for Independent Contractor
- D.** Exhibit D: Confidentiality Agreement
- E.** Exhibit E: Criminal History Agreement
- F.** Exhibit F: Solicitation #636

G. Exhibit G: Contractor's Proposal to Solicitation #636

There are no other contract documents unless specifically referenced and incorporated in the contract.

VII. MERGER CLAUSE; WAIVER

This contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. No waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of DHS to enforce any provision of this contract shall not constitute a waiver by DHS of that or any other provision.

CONTRACTOR, BY EXECUTION of THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

VIII. CONTRACTOR DATA and CERTIFICATION; SIGNATURES

Name (exactly as filed with the IRS) _____

Address _____

Telephone: () _____ - _____ Facsimile: () _____ - _____

Citizenship, if applicable: Nonresident alien Yes No

Business Designation (check one):

- Corporation (*completion of Exhibit "C" not required for Corporations only*)
- Professional Corporation Partnership Sole Proprietorship
- Limited Liability Company Limited Partnership Limited Liability Partnership

Federal Tax ID#: _____ - _____ **-OR-** **SSN:** _____ - _____ - _____

Above Payment information must be provided prior to contract approval. This information will be reported to the Internal Revenue Services (IRS) under the name and taxpayer identification submitted. (See IRS 1099 for additional instructions regarding taxpayer I.D. numbers.) Information not matching IRS records could subject Contractor to 31 percent backup withholding.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor’s correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor’s payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws as defined in OAR 150-305.385, referenced in Exhibit B, paragraph 12 of this contract; (d)

Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

IX. CONTRACTORS: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.

A. Contractor:

By: _____ Title: _____
Date: _____

B. Department of Human Services, Office of Information Services:

- “ Chief Information Officer
- “ Deputy Chief Information Officer
- “ Computer Center Manager

By: _____ Title: _____
Date: _____
Address: 500 Summer St NE, Salem OR 97310

C. Department of Human Services, Health Division:

By: _____ Date: _____
Donalda Dodson, Assistant Administrator, or delegate

D. REVIEWED:

By: _____ Date: _____
Health Division Business Manager

By: _____ Date: _____
DHS Contracts Coordinator or delegate

Exhibit A Statement of Work

Acknowledged and Agreed by the Parties:

The Contractor shall provide quality assurance, consultation, training and mentoring services for DHS OIS/ISE Division staff and as needed to 1) enhance the knowledge base of OIS employees through training and mentoring in the technical areas of Client/Server application design, development and implementation using PowerBuilder, PFC, Sybase 11.9.2, configuration of NT directory structures and network connectivity software, 2) review the design, development and implementation plans of up to 8 Client/Server applications as identified by DHS and recommend adjustments to assure that the systems are efficient and take full advantage of the functionality available for each application.

The tasks shall be performed using established DHS/OIS development, maintenance and acceptance criteria methodologies set forth in DHS's Information Systems Standards and Procedures Manual. Written documentation shall be updated and stored in established DHS/OIS libraries using existing DHS/OIS documentation standards set forth in DHS's Information Systems Standards and Procedures Manual.

I DHS Responsibilities

DHS agrees to provide the following resources for this project:

1. Access to the required hardware, existing software and documentation for each of the focus areas for training during DHS business hours or at such times as mutually agreed between Contractor and DHS;
2. Availability of DHS's OIS/ISE Division staff, consisting of four staff with beginning to mid-level PowerBuilder and Sybase experience, and two staff with Sybase experience, whose responsibilities include existing application maintenance and enhancement, development of the application system design, application development, debug, testing, implementation and maintenance during and after implementation. Other OIS/ISE staff will be trained in PowerBuilder and/or Sybase prior to any assignment to tasks or projects requiring that skill set and use of the mentor.
3. Availability of system documentation for maintenance/enhancement tasks to existing applications, and design, development and implementation documentation for development efforts. Availability of task/project documentation that will define the approach to be taken in implementing all elements of the task/project and include a logical sequence of tasks, resources required for each task, start/end dates and dependencies (if any) and Task/Project Task completion dates;
4. Availability of the DHS Project Manager, who will accept and approve all deliverables and make decisions regarding recommendations for additional outside training and adjustments to system design, development and implementation plans.

II Contractor Responsibilities

The objective of the mentoring/training provided by the Contractor is to build the technical skills of the DHS OIS/ISE Division staff in Client/Server development using PowerBuilder and PFC and Sybase 11.9.2, to enable them to continue in-house development of the applications and have the necessary knowledge to maintain and enhance the system at the end of the Contract. The DHS OIS/ISE Division staff must gain sufficient knowledge of Client/Server development using PowerBuilder 6.5 and PFC to

1. successfully debug application code problems, make the necessary coding changes and implement solutions;
2. have the ability to design, provide effort estimates, code, test implement application modules;
3. have the ability to determine the appropriate level of the enterprise layer that code should reside; and
4. have the ability to evaluate PowerBuilder code from external partners and determine if it meets established coding standards. The mentoring/training will be ongoing and on an as-needed basis during the

Contract term, as the DHS OIS/ISE staff encounters areas/issues where they need assistance. The Contractor shall identify areas where additional training may be necessary and make recommendations to the Project Manager, if that training can not be accomplished within the scope of this Contract.

Task #1: Knowledge Transfer

Contractor shall provide a survey of the needs of DHS's OIS/ISE Division staff and provide training and mentoring for the knowledge and skills needed to develop and maintain the applications identified by DHS. Knowledge Transfer methods may include, but not be limited to, on-site experience with Client/Server application design, development and implementation using PowerBuilder 6.5, PFC and Sybase 11.9.2, as well as informal training which Contractor may perform. Contractor shall develop and maintain a team-oriented working relationship with DHS's OIS/ISE staff.

Knowledge Transfer shall include, but not be limited to:

- II Support of DHS OIS/ISE Division staff working on the projects;
- II Sharing of information and considerations necessary for the development and decision making processes;
- II Mentoring of DHS's OIS/ISE Division staff in development of the skills needed to perform the Project Tasks identified by DHS; and
- II Maintenance of documentation of standards and procedures for ongoing development and maintenance of the programs.

Deliverable:

Contractor shall demonstrate to DHS's satisfaction, that DHS OIS/ISE Division's staff members receive the Knowledge Transfer, training and mentoring necessary to develop and maintain the identified applications. Contractor shall establish and document reasonable and satisfactory progress, as defined by DHS, toward the goal of knowledge transfer and submit weekly reports to DHS's Project Manger. DHS will review the progress reports and indicate areas of focus for improvement, if any. Contractor shall identify areas where additional training may be necessary and make recommendations to the Project Manager, if that training can not be accomplished within the scope of this Contract. Reports are required weekly beginning with contract execution and continuing throughout the term of the contract.

Deliverable Due Date: Knowledge transfer will continue for the full term of the contract.

Projected Not-to-Exceed Hours: 120

Not-to-Exceed: \$14,400.00

Task #2:

DHS Project Manager or delegate shall request services consistent with Subtasks A - C. Contractor shall respond within two (2) business days of receipt of notification. Contractor shall recommend resources required and completion date of each project. On acceptance of DHS Project Manager or delegate, Contractor shall provide quality assurance and expert advice to DHS identified staff and written recommendations and justifications for design issues, functionality, coding and debugging problems in the specific areas compensatory with the technical requirements of this statement of work.

Requests and recommended resource estimates may be approved tentatively by telephone, pending hard copy confirmation.

Requests must include:

1. A Statement of Work with the relative Subtasks A - C and outcome identified;
2. Contractor's recommended resource proposal and completion date;
3. Requestor's name and date of request;
4. DHS Project Manager or delegate's written approval and Contractor's written agreement.

All Work is subject to acceptance and approval of DHS Project Manager or delegate.

Subtask A: *Work In Progress*

Provide quality assurance and expert advice to DHS assigned staff for identified Client/Server applications under development for the design, development and implementation plans, and for the maintenance and enhancement of existing applications for technical reasonableness and provide written recommendations and justifications for plan/design changes as required.

Subtask B: *Inventory of Applications*

Provide quality assurance and expert advice to DHS assigned staff for identified Client/Server applications pending deployment including written recommendations and/or justifications for design issues, functionality, coding and debugging problems to allow assigned staff to complete tasks and assignments for Client/Server application implementation.

Subtask C: *Hardware Configuration*

Provide expert advise and written recommendations to DHS assign staff on the configuration of NT workstations with respect to PowerBuilder, Sybase connectivity via OpenClient32 and NT directory structures and network connectivity software.

Deliverable:

The Contractor shall deliver services consistent with Subtasks A - C and the approved request for services as defined in the task narrative above and consistent with requirements of Task #2 to the Project Manager for acceptance and approval.

Deliverable Due Date: As Specified in Approved Request and No Later than Contract Expiration Date.

Projected Not-to-Exceed Hours: 480

Not-To-Exceed: \$57,600.00

Exhibit B
General Provisions

1. Independent Contractor; Responsibility for Taxes and Withholding

- a. Contractor shall perform all required Work as an independent contractor. Although DHS reserves the right to (1) determine (and modify) the delivery schedule for the Work to be performed and (2) evaluate the quality of the completed performance, DHS cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- b. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this contract declares and certifies that: Contractor's Work to be performed under this contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's Work under this contract. Contractor is not an "officer," "employee," or "agent" of DHS, as those terms are used in ORS 30.265.
- c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this contract and, unless Contractor is subject to backup withholding, DHS will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this contract, except as a self-employed individual.

2. Subcontracts and Assignment; Successors in Interest

- a. Contractor shall not enter into any subcontracts for any of the Work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of DHS. In addition to any other provisions DHS may require, Contractor shall include in any permitted subcontracts under this contract a requirement that the subcontractor be bound by Sections 2, 6, 7, 11, and 13 of this exhibit as if the subcontractor were the Contractor. DHS's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this contract.
- b. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

3. No Third Party Beneficiaries. DHS 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 shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

4. Funds Available and Authorized; Payments

- a. Contractor shall not be compensated for Work performed under this contract by any other agency or department of the State of Oregon. DHS has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within DHS's biennial appropriation or limitation. Contractor understands and agrees that DHS's payment of amounts under this contract attributable to Work performed after the last day of the current biennium is contingent on DHS receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract.
- b. DHS will only pay for completed work that is accepted by DHS.

5. Representations and Warranties

- a. **Contractor's Representation and Warranties:** Contractor represents and warrants to DHS that (1) Contractor has the power and authority to enter into and perform this contract, (2) this contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this contract, be qualified, professionally competent and duly licensed to perform the Work, (5) all computer hardware and software delivered under this contract will, individually and in combination, correctly process, sequence, and calculate all date and date-related data for all dates prior to, through and after January 1, 2000 and (6) any software products delivered under this contract that process date or date-related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.
- b. **Contractor's Limitation of Liability:** Contractor's liability with respect to items (5) and (6) of subsection 5a above shall not exceed: (1) twice the total contract amount (including any amendments) or (2) \$100,000 whichever is greater.
- c. **Warranties Cumulative:** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- 6. **Ownership of Work Product.** All work product of Contractor that results from this contract ("the Work Product") is the exclusive property of DHS. DHS and Contractor intend that such Work Product be deemed "work made for hire" of which DHS shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to DHS all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as DHS may reasonably request in order to fully vest such rights in DHS. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

7. Indemnity.

a. General Indemnity: Contractor shall defend, hold harmless and indemnify the State of Oregon, DHS and its agencies, subdivisions, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

b. Intellectual Property Indemnity: Without limiting the general indemnity provision, Contractor expressly agrees to defend, hold harmless and indemnify the State of Oregon, DHS and its agencies, subdivisions, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or in connection with any claims that the Work, Developments, System or Deliverables or use thereof infringe any patent, copyright, trade secret, or other proprietary right (referred to as "Intellectual Property Rights") of any third party; provided, that DHS shall provide Contractor with prompt written notice of any infringement claim. Contractor shall have control of the defense and settlement of the claim; provided that the State of Oregon or DHS may assume its own defense and settlement in the event that the State of Oregon or DHS determines that Contractor is not adequately defending its interest or that an important governmental principle is at issue and the State of Oregon or DHS desires to assume its own defense. If Contractor, in its sole discretion, believes at any time that the Work, Developments, System or Deliverables infringe a third party's Intellectual Property Rights, Contractor may, at its own expense and option and upon receipt of DHS's prior written consent, replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item.

8. Insurance

a. During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

- (1) Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
- (2) General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the State of Oregon, Department of Human Services, and their divisions, officers and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this contract.
- (3) Automobile Liability insurance as required by the Oregon Financial Responsibility Law (ORS 806.060), including coverage for owned, hired or non-owned vehicles, as applicable.
- (4) Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

b. Notice of Cancellation or Change: There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from Contractor or its insurer(s) to Contracts Coordinator, Oregon Department of Human Services.

- c. **Certificates of Insurance:** As evidence of the insurance coverages required by this contract, Contractor shall furnish acceptable insurance certificates to Contracts Coordinator, Oregon Department of Human Services prior to commencing the Work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc., shall be provided to the State. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

9. Termination

- a. **Parties' Right to Terminate for Convenience:** This contract may be terminated at any time by mutual written consent of the parties.
- b. **DHS's Right to Terminate for Convenience:** DHS may, at its sole discretion, terminate this contract, in whole or in part, upon 30 days notice to Contractor.
- c. **DHS's Right to Terminate for Cause:** DHS may terminate this contract, in whole or in part, immediately upon notice to Contractor, or at such later date as DHS may establish in such notice, upon the occurrence of any of the following events:
 - (1) DHS fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;
 - (2) Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this contract is prohibited or DHS is prohibited from paying for such Work from the planned funding source;
 - (3) Contractor no longer holds any license or certificate that is required to perform the Work; or
 - (4) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, fails to perform the Work under this contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of DHS's notice, or such longer period as DHS may specify in such notice.
- d. **Contractor's Right to Terminate for Cause:** Contractor may terminate this contract upon 30 days' notice to DHS if DHS fails to pay Contractor pursuant to the terms of this contract and DHS fails to cure within 30 days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.
- e. **Remedies:**
 - (1) In the event of termination pursuant to Sections 9a, 9b, 9c(1), 9c(2) or 9d of this exhibit, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by DHS, less previous amounts paid and any claim(s)

which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to DHS upon demand.

- (2) In the event of termination pursuant to Section 9c(3) or 9c(4) of this exhibit, DHS shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Section 9c(3) or 9c(4) of this exhibit, the rights and obligations of the parties shall be the same as if the contract was terminated pursuant to Section 9b of this exhibit.

f. Contractor's Tender Upon Termination: Upon receiving a notice of termination of this contract, Contractor shall immediately cease all activities under this contract, unless DHS expressly directs otherwise in such notice of termination. Upon termination of this contract, Contractor shall deliver to DHS all documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. Upon DHS's request, Contractor shall surrender to any one DHS designates, all documents, research or objects or other tangible things needed to complete the Work.

10. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 5a OR 9e(2) OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (B) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

11. Records Maintenance; Access. Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that DHS, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later.

12. Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DHS's performance under this contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

13. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation

Division all information required by those agencies relative to this contract. Contractor shall demonstrate its legal capacity to perform the Work under this contract in the State of Oregon prior to entering into this contract.

14. Force Majeure. Neither DHS nor Contractor shall be held responsible for delay or default caused by fire, riot, natural disasters, or war where such cause was beyond the reasonable control of DHS or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

15. Survival. All rights and obligations shall cease upon termination or expiration of this contract, except for the rights and obligations set forth in the Contract Section I. EFFECTIVE DATE AND DURATION, and in paragraphs 5, 6, 7, 9, 10, 11, 15 and 21 of this exhibit.

16. Time is of the Essence. Contractor agrees that time is of the essence under this contract.

17. Written Notice. All notices regarding this contract must be given to the parties in writing by personal delivery or mailing the same, postage prepaid, to the following addresses:

DHS: K. Renee Shippey, Contracts Coordinator, or delegate
 Oregon Department of Human Services
 500 Summer Street NE / E03
 Salem OR 97310-1080
 Facsimile Number: 503-378-4324
 Phone Number: 503-945-5821

Contractor: CSG Professional Services, Inc.
5201 SW Westgate Drive, Suite 208
Portland, OR 97221
Facsimile Number: (503)292-0859
Phone Number: (503)292-1485

Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against DHS, such facsimile transmission must be confirmed by telephone notice to DHS's Contract Administrator.

18. 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

19. Counterparts. This contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the contract so executed shall constitute an original.

20. Disclosure of Social Security Number. Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax I- number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

21. Governing Law; Venue; Consent to Jurisdiction. This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DHS (and/or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY THE EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22. Amendment. The terms of this contract may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the parties. This contract will not be amended after the expiration date.

23. Confidentiality of Client Information

- a.** All information as to personal facts and circumstances obtained by the Contractor on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources.
- c. DHS, Contractor and any subcontractor will share information as necessary to effectively serve DHS clients.

24. Compliance with Applicable Federal Law. Contractor agrees to comply with all federal laws and regulations applicable to work performed under this contract inclusive of but not limited to:

- a. To the extent it is required to do so by law, Contractor shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the state of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL94-163). All subcontracts shall also be in compliance with the foregoing.
- b. By signature on this contract, the undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No federally 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 any 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.
 - (2) If any funds other than federally 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, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned 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 subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, 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.

- c. Contractor agrees to comply with Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Orders 11375 and 12086 and as supplemented in Department of Labor Regulation 41 CFR part 60. All subcontracts shall also comply with these provisions.
- d. If the sum payable under this contract exceeds or may exceed \$100,000, Contractor shall provide DHS a written assurance that Contractor will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7401 et seq.), the Federal Water Pollution Control Act, as

amended (33 USC 1251 et.seq.), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor further agrees to promptly report all infractions to the State of Oregon, and to the Department of Health and Human Services, and to the U.S. Regional Office of the Environmental Protection Agency. All subcontracts shall also be in compliance with these provisions.

25. Year 2000. In the event Contractor learns or has reason to believe that DHS's computer hardware or software environment fails to use a date format that explicitly specifies century in any date data, Contractor shall promptly advise DHS of such failure.

26. Department of Justice Approval. When the contract or amendments thereto cause the contract payment to be in excess of \$75,000, the Department of Justice must approve the contract and any amendments as to Legal Sufficiency. Such approval is required before any work may begin under this contract or amendments thereto, or the contract is not binding on the State of Oregon or DHS.

27. Key Person. Contractor acknowledges and agrees that DHS selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's "Key Person(s)". In particular, DHS through this Contract, is engaging the expertise, experience, judgment and personal attention of Ed Crouser ("Key Person"). Contractor's Key Person shall not delegate performance of the responsibilities he/she is required to provide under this Contract to another (other) of Contractor's employee(s) without first obtaining the written consent of DHS. Further, Contractor shall not re-assign or transfer any Key Person to other duties or positions such that any Key Person is no longer available to provide DHS with his/her expertise, experience, judgment, and personal attention, without first obtaining DHS's prior written consent to such re-assignment or transfer. In the event Contractor requests that DHS approve a re-assignment or transfer of any Key Person, DHS shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement for the Key Person. Any approved substitute or replacement for a Key Person shall be deemed a Key Person under this Contract. In addition, the Contractor must provide a replacement for any Consultant who ceases affiliation with the Contractor, whom DHS deems is not performing at an acceptable level or is hindering the successful completion of assignment(s), is unable to perform assigned work, or as required by DHS. Transition schedule must be approved by DHS. In the event that DHS requires such replacement, the Contractor shall promptly substitute or engage other qualified individuals. All such replacements are subject to DHS's prior review and acceptance. In the event that Contractor is unable to meet its obligation to furnish a replacement Consultant, DHS may, at its option, terminate that portion of the Contract without liability, or to continue the Contract without replacement.

Exhibit C
Independent Contractor Certification

This form is to be completed by Contractor; Corporations are not required to complete this form.

ORS 670.600 Independent Contractor; standards. As used in various provisions of ORS chapters 316, 656, 657 and 701, an individual or business entity that performs labor or services for remuneration's shall be considered to perform the labor or services as an Independent Contractor if the standards of this section are met:

Contractor understands that:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the Agency for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual periodic retainer.
6. The individual or business entity providing labor or service is registered under ORS chapter 701, if the individual or business entity provides labor or services for which such registration is required;
7. Federal and state income tax returns in the name of the business or a business Schedule C or farm Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
8. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor must meet four (4) or more of the following:
 - ___ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - ___ B. Commercial advertising or business cards as is customary in operation of similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - ___ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - ___ D. Labor or services are performed only pursuant to written contracts;
 - ___ E. Labor or services are performed for two or more different persons within a period of one year; or
 - ___ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be performed.
9. Pursuant to OAR 125-020-0410(4), the contract shall provide that the Contractor is responsible for federal Social Security, except those categories excluded by law, and for any federal or state taxes applicable to the contract payment.

Independent Contractor certifies he/she meets the above standards and agrees to perform the labor or services required by this contract as an Independent Contractor.

Contractor Signature _____ Date _____

Entity Name (printed or typed): _____

Exhibit D

Confidentiality Agreement

To all contractors working on Oregon Department of Human Services (DHS) projects:

For the purposes of this certificate the term "contractor" will mean all Consultants assigned to the project by the contractor.

Oregon's laws contain provisions relation to confidentiality of records, lists and information about client applicants/clients/recipients and about State employees. These laws, and the penalties for violation of them, pertain to every contractor working on DHS projects, at all levels and in any capacity. As a condition of your continued work for DHS, you are required to complete the confidentiality training exercise and sign this certificate verifying that you understand the laws and are aware of the penalties for violation. If at some future date, you have doubts about the legality of an action you may be about to take, ask the respective project manager for an interpretation. *You personally are legally responsible for any violation of these laws.*

Confidentiality of Personnel Information: ORS 192.500 **The Public Records** Act contains a number of exemptions for information maintained on State employees including a "personal privacy exemption" which states: "The following public records are exempt from disclosure...Information of a personal nature such as that kept in a personal, medical or similar file, if the public disclosure thereof would constitute an unreasonable invasion of privacy, unless the public interest by clear and convincing evidence requires disclosure in the particular instance. The party seeking disclosure shall have the burden of showing that public disclosure would not constitute an unreasonable invasion of privacy." (ORS 196.500 (2)(b))

Confidentiality of Welfare Applicants/Recipients Information: ORS 411.300 **Regulations concerning use and custody of records.** (1) DHS shall make and enforce reasonable rules and regulations governing the custody, use and preservation of the records, tapes, files and communications of DHS. The use of such records, papers, files and communications by any other agency or department of government or person to which they may be furnished shall be limited to the purposes for which they are furnished and by the provisions of the law under which they may be furnished.

ORS 411.320 **Disclosure and use of records limited; contents as a privileged communication.** For the protection of clients, DHS contractors...shall not disclose or use the contents of any records, files, papers or communications for purposes other than those directly connected with the administration of the public assistance laws of Oregon, and these records, files papers and communication are considered confidential subject to the rules and regulations of DHS and its Divisions, except as otherwise provided in ORS 411.325 to 411.335. In any judicial proceedings, except proceedings directly connected with the administration of public assistance laws, their contents are considered privileged communications. (Note: ORS 421.325 and 411.330 have been voided by court action.)

ORS 411.335 **Prohibited use of lists or names.** No person or agency shall solicit, disclose, receive, make use of , or authorize, knowingly permit, participate in aor acquiesce in the use of, any lists of names for commercial or political purposes of any nature, for any purpose not directly connected with the administration of public assistance laws. (Note: ORS 411.325 and 41.330 have been voided by court action.)

ORS 411.990 **Penalties** (1) Violation of ORS 411.320 to 411.335 is punishable, upon conviction, by a fine of not more than \$1,000 or by imprisonment in the county jail for not more than 60 days, or by both. Violation of ORS 192.500 is cause for disciplinary action under ORS 240.555.

Instructions: Contractor and supervisor will sign prior to start of work. Return original to the DHS Project Manager or designee.

I certify that I have read the foregoing. My signature below means that I understand the provisions of law pertaining to the confidentiality of DHS records and information. I also understand that these laws may change from time to time and that it is my responsibility to read and understand these changes as I am notified of them.

Name (please print): _____

Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

Title of Witness

*** DHS PERSONNEL SERVICES' USE ONLY ***

Date of LEDS CCH/WARRANTS/DMV Check: _____

DHS PERS SVCS RECORDS SPEC: _____

Conviction: Yes No Warrant: Yes No Valid ODL: Yes No

Continued Employment: Approved Denied

, IMPORTANT NOTICE TO CONSULTANT,

YOUR SIGNATURE ON THE FRONT OF THIS FORM MEANS YOU HAVE REVIEWED THIS LIST OF CRIMES AND CHECK-MARKED (U) THOSE CRIMES FOR WHICH YOU HAVE BEEN CONVICTED.

YOUR SIGNATURE ALSO GRANTS PERMISSION FOR DHS TO VERIFY ANY AND ALL INFORMATION YOU HAVE PROVIDED ON THIS FORM AND ATTACHED DOCUMENTS, IF ANY.

Specific Crimes: (ORS):

- ✓ 162.025 Bribe Receiving
- ✓ 162.065 Perjury
- ✓ 162.155 Escape II
- ✓ 162.165 Escape I
- ✓ 162.185 Supplying Contraband
- ✓ 162.205 Failure to Appear I
- ✓ 162.235 Obstructing Governmental or Judicial Administration
- ✓ 162.265 Bribing a Witness
- ✓ 162.275 Bribe Receiving By a Witness
- ✓ 162.285 Tampering With a Witness
- ✓ 162.305 Tampering With Public Records
- ✓ 162.325 Hindering Prosecution
- ✓ 163.095 Aggravated Murder
- ✓ 163.115 Murder
- ✓ 163.118 Manslaughter I
- ✓ 163.125 Manslaughter II
- ✓ 163.145 Criminally Negligent Homicide
- ✓ 163.160 Assault IV
- ✓ 163.165 Assault III
- ✓ 163.175 Assault II
- ✓ 163.185 Assault I
- ✓ 163.190 Menacing
- ✓ 163.195 Recklessly Endangering Another
- ✓ 163.200 Criminal Mistreatment II
- ✓ 163.205 Criminal Mistreatment I
- ✓ 163.225 Kidnaping II
- ✓ 163.235 Kidnaping I
- ✓ 163.275 Coercion
- ✓ 163.355 Rape III
- ✓ 163.365 Rape II
- ✓ 163.375 Rape I
- ✓ 163.385 Sodomy III
- ✓ 163.395 Sodomy II
- ✓ 163.405 Sodomy I
- ✓ 163.408 Unlawful Sexual Penetration II
- ✓ 163.411 Unlawful Sexual Penetration I
- ✓ 163.415 Sexual Abuse III
- ✓ 163.425 Sexual Abuse II
- ✓ 163.427 Sexual Abuse I
- ✓ 163.435 Contributing to the Sexual Delinquency of a Minor
- ✓ 163.445 Sexual Misconduct
- ✓ 163.455 Accosting for Deviate Purposes
- ✓ 163.465 Public Indecency
- ✓ 163.515 Bigamy
- ✓ 163.525 Incest
- ✓ 163.535 Abandonment of a Child
- ✓ 163.545 Child Neglect II
- ✓ 163.547 Child Neglect I
- ✓ 163.555 Criminal Nonsupport
- ✓ 163.575 Endangering the Welfare of a Minor
- ✓ 163.670 Using Child in Display of Sexually Explicit Conduct
- ✓ 163.673 Dealing in Depictions of Sexual Conduct Involving a Child
- ✓ 163.675 Sale of Exhibition of Visual Reproduction of Sexual Conduct by Child
- ✓ 163.680 Paying for Viewing Sexual Conduct
- ✓ 163.732 Stalking
- ✓ 164.043 Theft III
- ✓ 164.045 Theft II
- ✓ 164.055 Theft I
- ✓ 164.057 Aggravated Theft I
- ✓ 164.075 Theft by Extortion
- ✓ 164.225 Burglary I
- ✓ 164.325 Arson I
- ✓ 164.395 Robbery III
- ✓ 164.405 Robbery II
- ✓ 164.415 Robbery I
- ✓ 165.013 Forgery in the First Degree
- ✓ 165.022 Criminal Possession of a Forged Instrument in the First Degree
- ✓ 165.032 Criminal Possession of a Forgery Device
- ✓ 165.055 Fraudulent Use of Credit Card (Over \$750)
- ✓ 165.065 Negotiating a Bad Check (Class Felony Clause)
- ✓ 165.070 Possession of a Fraudulent Communication Device
- ✓ 165.074 Unlawful Factoring of a Credit Card Transaction

- 165.085 Sports Bribery
- 165.090 Sports Bribe Receiving
- 166.015 Riot
- 166.085 Abuse of Corpse II
- 166.087 Abuse of Corpse I
- 166.155 Intimidation II
- 166.165 Intimidation I
- 166.220 Unlawful Use of Weapon
- 166.270 Felon in Possession of Firearm
- 166.272 Unlawful Possession of Machine Guns, Certain Short-barreled Firearms & Firearms Silencers
- 166.275 Possession of Weapons by Inmates of Institutions
- 166.370 Discharging Firearm at School/Possession of Firearm or Dangerous Weapon in Public Building
- 166.382 Possession of Destructive Device
- 166.384 Unlawful Manufacture of Destructive Device
- 166.429 Use of Firearms in Felony
- 166.480 Sale or Gift of Explosives to Children
- 166.660 Unlawful Paramilitary Activity
- 166.720 Racketeering
- 167.007 Prostitution
- 167.012 Promoting Prostitution
- 167.017 Compelling Prostitution
- 167.062 Sadomasochistic Abuse or Sexual Conduct in Live Show (engaging in)
- 167.062 Sadomasochistic Abuse or Sexual Conduct in Live Show (directing, managing, financing, or presenting)
- 167.065 Furnishing Obscene Materials to Minors
- 167.070 Sending Obscene Materials to Minors
- 167.075 Exhibiting an Obscene Performance to a Minor
- 167.080 Displaying Obscene Materials to Minors
- 167.087 Disseminating Obscene Material
- 167.090 Publicly Displaying Nudity or Sex for Advertising Purposes
- 167.212 Tampering with Drug Records
- 167.262 Adult Using Minor in Commission of Controlled Substance Offense (Less Than Five Grams Marijuana)
- 411.630 Unlawfully Obtaining of Public Assistance
- 411.840 Unlawfully Using Stamps or Commodities
- 471.410 Providing Liquor to a Person Under 21 or to Intoxicated Person; Mandatory Minimum Penalties
- 475.992 Prohibited Acts Generally; Penalties; Affirmative Defense for Certain Peyote Uses
- 475.993 Prohibited Acts for Registrants; Penalties
- 475.994 Prohibited Acts Involving Records and Fraud; Penalties
- 475.995 Distribution of Controlled Substance to Minors
- 475.996 Crime Category Classification for Violation of 475.992; Proof of Commercial Drug Offense
- 475.999 Manufacture or Delivery of Controlled substance to Minor or Student Within 1,000 Feet of School
- 811.140 Reckless Driving
- 811.182 Criminal Driving While Suspended or Revoked or in Violation of a Permit
- 811.540 Fleeing or Attempting to Elude Police
- 811.700 Failure to Perform duties of Driver When Property is Damaged
- 811.705 Hit and Run Vehicle (Injury)
- 813.010 Driving Under the Influence of Intoxicant

**Exhibit F
Solicitation 636**

The State of Oregon

Department of Human Services

Issues the Following

Informal Solicitation

for

Technical Mentoring Services

Solicitation #636

Date of Issuance: November 8, 2000

Proposals Due: 3:00 P.M., November 16, 2000 at the issuing office
Note: Postmarks will not be considered

Issuing Office: State of Oregon, Department of Human Services
DHS Contracts Coordinator
500 Summer St., NE, E03
Portland, OR 97301-1080
Voice: 503-945-5821
Fax: 503-378-4324

In compliance with the Americans with Disabilities Act, this document is available in alternate formats, such as Braille, large print, audio tape, oral presentation and electronic format. To request an alternate format call the State of Oregon, Department of Human Services, Contracts and Procurement Unit at (503) 945-5818 or TTY (503) 945-5928.

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Section 1: Purpose / Overview

1.1 Purpose of this Solicitation

The State of Oregon, acting by and through its Department of Human Services (DHS), Office of Information Services (OIS), issues this Solicitation on behalf of its Health Division (OHD) hereinafter referred to as Division.

The purpose of this Solicitation is to solicit the consultation, training and mentoring services needed to 1) enhance the knowledge base of OIS employees through training and mentoring in the technical areas of Client/Server application design, development and implementation using PowerBuilder 6.5, PFC, Sybase 11.9.2 and configuration of NT workstations with respect to PowerBuilder, Sybase connectivity via OpenClient32, and NT directory structures and network connectivity software, 2) review the maintenance, enhancement, design, development and implementation tasks/project plans for the Division's Client/Server applications and recommend adjustments to assure that the systems are efficient and take full advantage of the functionality available for a Client/Server application.

DHS anticipates entering into a contract with the successful firm to provide services in the Portland Health Division offices beginning in November 2000 and continuing for a period of approximately one (1) year for approximately 12 - 16 hours per week, not to exceed 12 to 16 hours per week, not to exceed 60 hours per month or 600 hours over the life of the contract.

1.2 Overview/Technical Environment

The Division's Centers have several application systems either under development or in maintenance support on the DHS Sun Solaris Unix platform using PowerBuilder 6.5 and Sybase 11.9.2. To ensure the successful completion of these applications and maintenance support efforts, the DHS OIS/ISE Division staff requires training and mentoring services in the areas of Client/Server application maintenance, debug, design, development and implementation using PowerBuilder 6.5 and PFC with a Sybase 11.9.2 backend and configuration of NT workstations with respect to PowerBuilder, Sybase connectivity via OpenClient32, and NT directory structures and network connectivity software.

1.3 Use of Subcontractors

In the event of a Proposal submitted jointly by more than one organization, one organization must be designated as the prime Contractor, and the prime Contractor will be solely responsible for assuring the performance of all aspects of resultant Contracts. All other participants shall be designated as Subcontractors.

The selected Proposer, as Prime Contractor, shall be required to assume responsibility for all services outlined in this Solicitation and any resulting Contracts, whether the Proposer, representative, subsidiary or Subcontractor provides them.

2.0 Procurement Schedule

The following represents the proposed time line for this project. Please note: These dates represent a tentative schedule of events. DHS reserves the right to modify these dates at any time, with appropriate notice to prospective proposers. All times are Pacific Time.

Activity	Date/Time
Solicitation Release	November 8, 2000
Pre-proposal questions due	November 13, 2000 (3:00 PM)
Pre-proposal questions & answers issued	November 14, 2000 (3:00 PM)
Proposals Due	November 16, 2000 (3:00 PM)
Award Announcement	November 21, 2000 (approximately)

3.0 Statement of Work

Information Technology services required include, but are not limited to, 1) enhance the knowledge base of OIS employees, 2) review tasks/project plans, and 3) recommend adjustments. Additional detail is provided in Exhibit A, Statement of Work.

4.0 Proposal Requirements

Read all instructions carefully, as proposals must address all the proposal and submission requirements included in this RFP. Assemble all materials in the order listed below. Unless otherwise specified, no particular form is required. Proposals will be evaluated on overall quality of content and responsiveness to the purpose and specifications of this RFP.

4.1 General Requirements

Proposals shall include:

- 4.1.1 Complete all sections of the Proposal Cover Sheet (Attachment #1), and include it as the top page of the proposal;
- 4.1.2 Sign and date the Assurances Form (Attachment #2), this form must be signed by an official authorized to bind your agency, by signing this page, the official verifies that all of the statements on the form are true;
- 4.1.3 A statement indicating that the Proposer is a legal entity, authorized to enter into a Contract and the Proposer's registered business name;
- 4.1.4 A statement identifying the individuals who prepared the proposal to Solicitation 636;
- 4.1.5 A statement of the firm's general approach and detail plans to meet the requirements of the Solicitation;
- 4.1.6 Proposed time lines for completion of each task and deliverable defined in the Statement of Work;
- 4.1.7 Statements or specific stipulation of acceptance of ALL terms and conditions contained and that Proposer will perform pursuant to and agrees to the terms and conditions therein;
- 4.1.8 A statement indicating acceptance of State of Oregon billing terms;
- 4.1.9 A statement of acceptance that Consultants provided by Proposer shall submit to a Criminal History check at DHS's request;
- 4.1.10 A statement of acceptance that Consultants provided by Proposer shall execute a confidentiality clause at DHS's request; and
- 4.1.11 A statement identifying any Subcontractors that may be engaged, with the names of the Consultants and the names and contact information (name, address and telephone number) of Subcontractor affiliation, if any, of each Consultant, clearly identified.

4.2 Technical Proposal

At a minimum, Technical Proposals shall include:

4.2.1 A proposal which:

- 1) addresses all requirements of Exhibit A: Statement of Work, 4.1 and 4.2, Technical, and
- 2) proposing firm's documented experience in successfully completing projects of a similar size and scope to those required by this Solicitation and the resumes of each Key Person relating to the performance of similar work as required by the Solicitation, including qualifications and relevant individual experience. Resumes shall include at least three (3) references (telephone number and contact name), which DHS, at its discretion, may contact.

4.3 Cost Proposal

A completed cost proposal for the proposed services is required and must be submitted separately from the rest of the Proposal. The cost proposal shall identify the hourly rate, the not-to-exceed cost for each deliverable and the overall not-to-exceed cost for the project. DHS reserves the right to review all aspects of Cost Proposals to this Solicitation for reasonableness and to request clarification of any Proposal where the Cost Proposal(s) show significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

The contract, if any, including amendments, resultant of this Solicitation shall not exceed an aggregate of \$75,000.00 per OAR 125-020-0330.

5.0 Evaluation of Proposals

Proposals will be evaluated on the completeness and quality of content in three phases: 1) Evaluation of Minimum Requirements, 2) Evaluation and Scoring of Technical Proposal and 3) Evaluation and Scoring of Cost Proposal.

An Evaluation Committee will be established to evaluate and score proposals submitted. Responses will be reviewed by the Committee to determine if they are complete. A Proposer's failure to comply with the instructions or to submit a complete response will result in the response being deemed non-responsive, except that DHS reserves the right to waive minor irregularities. Any proposal that is incomplete or contains significant inaccuracies or inconsistencies may be rejected in whole or in part by DHS. DHS reserves the right to reject all proposals if it is in the best interest of the public to do so.

The Evaluation Committee will evaluate the proposals deemed responsive, rank them according to the scoring system described below, and make recommendations to the Administrator of the Division. Contractors will be selected based upon the recommendations of the Evaluation Committee and the Administrator's review of the proposals. DHS may negotiate a modification of the selected proposal and award funds only after such modification has been agreed upon by DHS. Proposals will be scored on a scale of 0 to 450 points. Maximum point values and evaluation criteria for each section is as follows.

5.1 Phase I: Evaluation of Minimum Requirements

The purpose of this phase is to determine if the proposal meets the mandatory requirements of this Solicitation.

Proposals are evaluated on a "Pass/Fail" basis in Phase I. Proposals that do not meet the minimum requirements may be disqualified, except that DHS reserves the right to waive minor irregularities. Any proposal that is incomplete or contains significant inaccuracies or inconsistencies may be rejected in whole or in part by DHS.

DHS reserves the right to reject any proposal or to reject all proposals at any time prior to State's execution of Contracts.

Proposals that are evaluated as responsive in Phase I will qualify for evaluation and scoring of technical proposals in Phase II of the evaluation.

5.2 Phase II: Evaluation and Scoring of Technical Proposal

Evaluation and scoring of Technical Proposals will be based on criteria described in Section 6 . The maximum possible number of points is stated for each category . Technical evaluation points that are given by each evaluator will be summed and divided by the number of evaluators to compute an average technical score for each proposed proposal. The minimum overall technical score to qualify is 250; the maximum number of overall technical points available is **350**.

DHS reserves the right to require verbal and/or written verification of the experience, skills and references, and/or Criminal History checks of consultants proposed to perform work, to assist in the evaluation of proposals, including, but not limited to, telephone and/or in-person interviews and reference checks. Reference checks may be performed, including but not limited to, requests for information on project description and background, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, any problems encountered, and overall performance. Corporate and personnel reference checks may not be limited to specific customer references cited in the proposal.

Consultants proposed to do the work and their references must be available for telephone interviews and reference checks, respectively, if required by DHS, and at times as designated by DHS, which shall be between the hours of 8:00 AM and 5:00 PM Pacific Time, during Monday through Friday and excluding state holidays, or at such other times as is agreeable to DHS. DHS reserves the right to reject any proposal for the consultant proposed to do the work who is not available for interviews as required, or for whom references are not available. Proposer is responsible for arranging and providing such communications (at their cost), as are necessary for interviews and reference checks required by DHS for proposed Consultants and references who are located outside the United States of America.

Proposal selections will be made by the evaluation committee based upon the information received in the Qualifications and Proposals, Cost Proposals, evaluations, results of interviews, if required by DHS, and from reference checks, if performed by DHS.

DHS reserves the right to investigate the references and the past performance of any Proposer or consultant proposed to do the work with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. DHS may postpone the award or execution of Contracts after the announcement of the apparent successful proposers, in order to complete its investigation.

DHS reserves the right to reject any proposal or to reject all proposals at any time prior to State's execution of Contracts.

5.3 Evaluation of Cost Proposal

Cost points will be awarded based upon the total cost for each proposal. If a team approach is proposed each member of the team will be evaluated and their awarded points will be averaged. For each responsive Technical Proposal, the corresponding cost proposal will be awarded a percentage of the cost points available based on the percentage of the proposed cost as related to the lowest proposed cost using the following formula:

$$(L/X)*Y = A$$

Where: X = Total project cost being scored
L = Lowest total project cost
A = Awarded points
Y = Total Points Possible (**100**)

Although price is a consideration when awarding a contract, the intent is to provide DHS with qualifications, performance history, expertise, knowledge and skills required to provide the deliverables identified in Exhibit A. These are primary considerations in the selection process. The proposal with the lowest cost will not necessarily be selected. DHS reserves the sole right to make this determination in the best interest of the State. The aggregate limit of the value of the Contract resultant of this Solicitation, including any amendments, is \$75,000.00 per OAR 125-020-0330.

6.0 Evaluation Criteria of Technical Proposal

Evaluation and scoring of Technical Proposals will be based on the scoring criteria defined. The maximum number of points that may be awarded in this Phase is **350**.

Points Available	Evaluation Criteria
50	The Proposer’s general approach and plans to meet the requirements of the Solicitation;
50	The Proposer’s detailed approach and plans to perform the services required by the Statement of Work of this Solicitation;
50	Proposing firm’s documented experience in successfully completing projects of a similar size and scope to those required by this Solicitation;
100	Qualifications and experience of personnel assigned to the project with emphasis on documented experience in successfully completing work on projects of a similar size and scope to those required by this Solicitation, specifically: Key Person must meet the following qualifications: 1) 2+ years PowerBuilder and PFC experience in a teaching/mentoring environment, 2) 2+ years Client/Server application development using PowerBuilder and PFC;
50	Corporate and personnel reference checks. Reference checks may not be limited to specific customer references cited in the Proposal;
50	The overall ability of the Proposer, as judged by DHS, to begin and complete successfully the project within the proposed schedule or on time.

Maximum Overall Technical Points: 350

Minimum Overall Technical Points to Qualify for Consideration: 250

If a team approach is proposed each member of the team will be evaluated and their awarded points will be averaged.

7.0 Proposal Preparation and Submission

The Oregon Department of Human Services, 500 Summer Street NE, Mailing Code E03, Salem, Oregon 97310-1080, Attention: William Molloy, DHS Contracts Coordinator, is the sole point of contact within State government for the purpose of this Solicitation.

Proposals must be received by the DHS Contracts and Procurement Unit, no later than the due date and time specified in Section 2. Proposals may be delivered via U.S. Mail or courier to 500 Summer Street NE, Mailing Code E03, Salem, OR 97310-1080, and must reference DHS Solicitation #636. Neither late nor electronic proposals to Solicitation #636 will be accepted; postmarks will not be considered. **One original and six (6) copies of the proposal must be submitted.**

Proposals shall be submitted as two (2) separate documents:

- 1) Qualifications and Technical Proposal; and
- 2) Cost Proposal.

Both parts of the proposal shall be signed by the Proposer or an authorized representative. Proposals not in compliance with Section 4 through 4.3 may be considered non-responsive and rejected, at DHS's sole discretion. Any proposal submitted, unless withdrawn before the Proposal due date specified in this Section, shall remain a valid proposal, binding on the Contractor and irrevocable, for sixty (60) days after the proposal deadline or until agreement(s) are approved and executed, whichever comes first. This period may be extended upon mutual agreement of the parties.

Although price will be a consideration when engaging a Contractor, the intent will be to provide DHS with qualifications, performance history, expertise, and knowledge for this Solicitation. These will be primary considerations in the selection process. The Proposer with the lowest cost will not necessarily be chosen. DHS reserves the sole right to make this determination. The contract, if any, including amendments, resultant of this Solicitation shall not exceed an aggregate of \$75,000.00 per OAR 125-020-0330.

8.0 Addenda to the Solicitation

Any Addenda will be issued by the Contracts and Procurement Unit of DHS. Any interpretation, correction, or change to this Solicitation will be made by written Addenda. Interpretations, corrections, or changes to this Solicitation made in any other manner will not be binding and Proposers shall not rely upon such interpretation, corrections, or changes. Proposers may not consider any communications interpreting or clarifying provisions of this Solicitation with any person, State's designated representative or otherwise, unless in the form of official written Addenda to the Proposal.

9.0 Inquiries Relating to this Solicitation

Inquiries, including requests for explanations of the meaning or interpretation of provisions of this Solicitation must be requested by Proposers in writing, and must arrive at the Issuing Office by the due date for Proposals noted in Section 2.0, Procurement Schedule. Questions may be submitted to William A. Molloy, Contracts and Procurement Unit, 500 Summer St NE, Mailing Code E03, Salem OR 97310-1080 or transmitted via fax to 503-373-7365.

10.0 Reservation of DHS Rights / Right to Award, Reject or Negotiate

DHS reserves all rights regarding this Solicitation, including, without limitation, the right:

- 1) to amend or cancel this Solicitation and resulting contract, if any, without liability if it is in the best interest of the public to do so
- 2) to extend the deadline for submitting proposals;
- 3) seek clarifications of each proposal, and/or to award a contracts without further discussion of the proposals submitted. DHS reserves the right to modify the proposed Solicitation requirements prior to issuing a contract for execution with successful proposers to this Solicitation, and may negotiate additional changes with those proposers;
- 4) to reject a Proposal if the Proposer attempts to omit or modify any of the terms and conditions without proper explanation;
- 5) to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interest of the public;
- 6) to determine, in its sole discretion, whether a proposal does or does not, substantially comply with the requirements of this Solicitation;
- 7) to waive any minor irregularity, informality, or non-conformance with the provisions or procedures of this Solicitation;
- 8) at any time prior to entering into a Contract, if any, (including after announcement of the apparent successful Contractor(s)):
 - a) to reject any proposal that fails to substantially comply with all prescribed solicitation procedures and requirements; and
 - b) to reject all proposals received or cancel this Solicitation upon a finding by DHS that it is in the public interest to do so;
- 9) to engage Contractors by selection or procurement independent of this Solicitation process, or the Contracts established under it;
- 10) amend any contracts that are a result of this RFP;
- 11) to extend any contracts that are a result of this RFP without an additional solicitation process for up to a total of five years;
- 12) if there is only one response to this RFP and that response is judged a qualified proposer DHS will enter into direct negotiations with that proposer. In the event that the sole proposer is not judged a qualified proposer, then DHS reserves the right to solicit other proposers;
- 13) to require Contractor to replace (without any Contractor recourse) any Key Person engaged by Contract at any time during the Contract period who ceases affiliation with the Contractor, whom DHS deems is not performing at an acceptable level or is hindering the successful completion of assignment(s), is unable to perform assigned work, or as required by DHS.

11.0 Award Notice

Per Oregon Administrative Rule 125-020-0360, every Proposer who submits a proposal shall be notified of its selection status. Proposed terms and conditions which may apply to a contract resulting from this Solicitation are further defined in **Exhibit B - Contractual Terms and Conditions**. DHS reserves the right to modify these proposed terms and conditions prior to issuing a contract for execution with successful proposers to this Solicitation, and may negotiate additional changes with those proposers.

12.0 Release of Information

No information shall be given to any Proposer (or any other individual) relative to His/Her standing with other Proposers during the Solicitation process. No Proposer (or any other individual) shall be advised of the prices proposed by other Proposers during the Solicitation process.

13.0 Public Information

All proposals are public information after the proposals have been opened and all protests are public information after the protest period ends. Copies of public information may be requested by any person. If any part of a proposal or protest is considered a trade secret, the Proposer must clearly designate that portion as confidential in order to obtain protection, if any, from disclosure at the time of submission. See Oregon Revised Statutes (ORS) 192.501(2); ORS 646.461 to 646.475. Application of the Oregon Public Records Law shall determine if the confidential information claimed to be exempt is in fact exempt from disclosure. In the event of a public records request, Proposers will be notified prior to the release of any information.

14.0 Cost of Proposals

All costs incurred in preparing and submitting a proposal in response to this Solicitation are the responsibility of the Proposer and shall not be reimbursed by DHS.

15.0 Recyclable Products

Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

16.0 Withdrawal of Proposals

If a Proposer wishes to withdraw a submitted proposal, it must be withdrawn prior to the proposal due date indicated in Section 2.0. A written request to withdraw must be signed by the Proposer and submitted to the name and address specified for submitting proposals.

17.0 Contractual Obligation

All Proposers who submit a Proposal in response to this RFP understand and agree that DHS is not obligated thereby to enter into an agreement with any Proposer and, further, has absolutely no financial obligation to any Proposer.

Exhibit A
Statement of Work

Acknowledged and Agreed by the Parties:

The Contractor shall provide quality assurance, consultation, training and mentoring services for DHS OIS/ISE Division staff and as needed to 1) enhance the knowledge base of OIS employees through training and mentoring in the technical areas of Client/Server application design, development and implementation using PowerBuilder, PFC, Sybase 11.9.2, configuration of NT directory structures and network connectivity software, 2) review the design, development and implementation plans of up to 8 Client/Server applications as identified by DHS and recommend adjustments to assure that the systems are efficient and take full advantage of the functionality available for each application.

The tasks shall be performed using established DHS/OIS development, maintenance and acceptance criteria methodologies set forth in DHS's Information Systems Standards and Procedures Manual. Written documentation shall be updated and stored in established DHS/OIS libraries using existing DHS/OIS documentation standards set forth in DHS's Information Systems Standards and Procedures Manual.

I DHS Responsibilities

DHS agrees to provide the following resources for this project:

1. Access to the required hardware, existing software and documentation for each of the focus areas for training during DHS business hours or at such times as mutually agreed between Contractor and DHS;
2. Availability of DHS's OIS/ISE Division staff, consisting of four staff with beginning to mid-level PowerBuilder and Sybase experience, and two staff with Sybase experience, whose responsibilities include existing application maintenance and enhancement, development of the application system design, application development, debug, testing, implementation and maintenance during and after implementation. Other OIS/ISE staff will be trained in PowerBuilder and/or Sybase prior to any assignment to tasks or projects requiring that skill set and use of the mentor.
3. Availability of system documentation for maintenance/enhancement tasks to existing applications, and design, development and implementation documentation for development efforts. Availability of task/project documentation that will define the approach to be taken in implementing all elements of the task/project and include a logical sequence of tasks, resources required for each task, start/end dates and dependencies (if any) and Task/Project Task completion dates;
4. Availability of the DHS Project Manager, who will accept and approve all deliverables and make decisions regarding recommendations for additional outside training and adjustments to system design, development and implementation plans.

II Contractor Responsibilities

The objective of the mentoring/training provided by the Contractor is to build the technical skills of the DHS OIS/ISE Division staff in Client/Server development using PowerBuilder and PFC and Sybase 11.9.2, to enable

them to continue in-house development of the applications and have the necessary knowledge to maintain and enhance the system at the end of the Contract. The DHS OIS/ISE Division staff must gain sufficient knowledge of Client/Server development using PowerBuilder 6.5 and PFC to

1. successfully debug application code problems, make the necessary coding changes and implement solutions;
2. have the ability to design, provide effort estimates, code, test implement application modules;
3. have the ability to determine the appropriate level of the enterprise layer that code should reside; and
4. have the ability to evaluate PowerBuilder code from external partners and determine if it meets established coding standards. The mentoring/training will be ongoing and on an as-needed basis during the Contract term, as the DHS OIS/ISE staff encounters areas/issues where they need assistance. The Contractor shall identify areas where additional training may be necessary and make recommendations to the Project Manager, if that training can not be accomplished within the scope of this Contract.

Task #1: Knowledge Transfer

Contractor shall provide a survey of the needs of DHS's OIS/ISE Division staff and provide training and mentoring for the knowledge and skills needed to develop and maintain the applications identified by DHS. Knowledge Transfer methods may include, but not be limited to, on-site experience with Client/Server application design, development and implementation using PowerBuilder 6.5, PFC and Sybase 11.9.2, as well as informal training which Contractor may perform. Contractor shall develop and maintain a team-oriented working relationship with DHS's OIS/ISE staff.

Knowledge Transfer shall include, but not be limited to:

- II Support of DHS OIS/ISE Division staff working on the projects;
- II Sharing of information and considerations necessary for the development and decision making processes;
- II Mentoring of DHS's OIS/ISE Division staff in development of the skills needed to perform the Project Tasks identified by DHS; and
- II Maintenance of documentation of standards and procedures for ongoing development and maintenance of the programs.

Deliverable:

Contractor shall demonstrate to DHS's satisfaction, that DHS OIS/ISE Division's staff members receive the Knowledge Transfer, training and mentoring necessary to develop and maintain the identified applications. Contractor shall establish and document reasonable and satisfactory progress, as defined by DHS, toward the goal of knowledge transfer and submit weekly reports to DHS's Project Manger. DHS will review the progress reports and indicate areas of focus for improvement, if any. Contractor shall identify areas where additional training may be necessary and make recommendations to the Project Manager, if that training can not be accomplished within the scope of this Contract. Reports are required weekly beginning with contract execution and continuing throughout the term of the contract.

Deliverable Due Date: Knowledge transfer will continue for the full term of the contract.

Projected Not-to-Exceed Hours: 120

Task #2:

DHS Project Manager or delegate shall request services consistent with Subtasks A - C. Contractor shall respond within two (2) business days of receipt of notification. Contractor shall recommend resources required and completion date of each project. On acceptance of DHS Project Manager or delegate, Contractor shall provide quality assurance and expert advice to DHS identified staff and written recommendations and justifications for design issues, functionality, coding and debugging problems in the specific areas compensatory with the technical requirements of this statement of work.

Requests and recommended resource estimates may be approved tentatively by telephone, pending hard copy confirmation.

Requests must include:

1. A Statement of Work with the relative Subtasks A - C and outcome identified;
2. Contractor's recommended resource proposal and completion date;
3. Requestor's name and date of request;
4. DHS Project Manager or delegate's written approval and Contractor's written agreement.

All Work is subject to acceptance and approval of DHS Project Manager or delegate.

Subtask A: *Work In Progress*

Provide quality assurance and expert advice to DHS assigned staff for identified Client/Server applications under development for the design, development and implementation plans, and for the maintenance and enhancement of existing applications for technical reasonableness and provide written recommendations and justifications for plan/design changes as required.

Subtask B: *Inventory of Applications*

Provide quality assurance and expert advice to DHS assigned staff for identified Client/Server applications pending deployment including written recommendations and/or justifications for design issues, functionality, coding and debugging problems to allow assigned staff to complete tasks and assignments for Client/Server application implementation.

Subtask C: *Hardware Configuration*

Provide expert advise and written recommendations to DHS assign staff on the configuration of NT workstations with respect to PowerBuilder, Sybase connectivity via OpenClient32 and NT directory structures and network connectivity software.

Deliverable:

The Contractor shall deliver services consistent with Subtasks A - C and the approved request for services as defined in the task narrative above and consistent with requirements of Task #2 to the Project Manager for acceptance and approval.

Deliverable Due Date: As Specified in Approved Request and No Later than Contract Expiration Date.

Projected Not-to-Exceed Hours: 480

Exhibit B
Personal/Professional Services Terms and Conditions

I. EFFECTIVE DATE and DURATION

This contract shall become effective on the date this contract has been signed by every party hereto, and, when required, approved by Department of Administrative Services and Department of Justice. Unless terminated or extended, this contract shall expire when DHS accepts Contractor's completed performance or on **XXXXX**, whichever date occurs first. Expiration shall not extinguish or prejudice DHS's right to enforce this contract with respect to any breach of a Contractor's warranty or any default or defect in Contractor performance that has not been cured.

II. PURPOSE

This contract provides for consultation, training and mentoring services needed to 1) enhance the knowledge base of OIS employees through training and mentoring in the technical areas of Client/Server application design, development and implementation using PowerBuilder 6.5, PFC, Sybase 11.9.2 and configuration of NT workstations with respect to PowerBuilder, Sybase connectivity via OpenClient32, and NT directory structures and network connectivity software.

III. STATEMENT of WORK

The statement of work (the "Work") including the delivery schedule for such work is contained in Exhibit A, attached and incorporated by reference into this contract. Contractor agrees to perform the work in accordance with the terms and conditions of this contract.

IV. CONSIDERATION

- A. DHS agrees to pay Contractor for accomplishing the Work as required by this contract, plus any allowable expenses and any travel and other expense reimbursement when noted herein. Payment for all work performed under this contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **XXXXX**.
- B.) Interim payments shall be made to Contractor following DHS's review and approval of invoices submitted by Contractor.
- C. Contractor shall not submit invoices for, and DHS will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify DHS's Contract Administrator in writing thirty (30) calendar days before this contract expires, of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract, as it may be amended from time to time in accordance with its terms.
- D. Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall also include the total amount invoiced to date by

Contractor prior to current invoice. Contractor will specifically note the appropriate invoice when one-third and two-thirds of the maximum contract amount, including expense reimbursement, has been expended. Contractor shall send invoices to DHS's Contract Administrator (see E., below).

- E.** The DHS employee assigned to monitor contract compliance, authorize payment and act as DHS's Contract Administrator on matters concerning this contract shall be:

XXXX or delegate
Office of Information Services
Oregon Department of Human Services
500 Summer St, NE
Salem OR 97310

V. TRAVEL and PER DIEM

No travel or other expenses shall be paid in addition to the cost herein.

VI. CONTRACT in its ENTIRETY

This Contract consists of this document and includes the following listed exhibits which are listed in descending order of precedence and are attached and incorporated into this Contract by reference:

- A.** Exhibit A: Statement of Work
- B.** Exhibit B: General Provisions
- C.** Exhibit C: Certification Statement for Independent Contractor
- D.** Exhibit D: Confidentiality Agreement
- E.** Exhibit E: Criminal History Agreement
- F.** Exhibit F: Solicitation #???
- G.** Exhibit G: Contractor's Proposal to Solicitation #???

There are no other contract documents unless specifically referenced and incorporated in the contract.

VII. MERGER CLAUSE; WAIVER

This contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. No waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of DHS to enforce any provision of this contract shall not constitute a waiver by DHS of that or any other provision.

General Contract Provisions

THE FOLLOWING ARE THE STANDARD PROVISIONS WITHIN CONTRACTS FOR THE STATE OF OREGON IN THE EVENT A CONTRACT IS OFFERED.

1. Independent Contractor; Responsibility for Taxes and Withholding

- a. Contractor shall perform all required Work as an independent contractor. Although DHS reserves the right to (1) determine (and modify) the delivery schedule for the Work to be performed and (2) evaluate the quality of the completed performance, DHS cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- b. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this contract declares and certifies that: Contractor's Work to be performed under this contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's Work under this contract. Contractor is not an "officer," "employee," or "agent" of DHS, as those terms are used in ORS 30.265.
- c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this contract and, unless Contractor is subject to backup withholding, DHS will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this contract, except as a self-employed individual.

2. Subcontracts and Assignment; Successors in Interest

- a. Contractor shall not enter into any subcontracts for any of the Work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of DHS. In addition to any other provisions DHS may require, Contractor shall include in any permitted subcontracts under this contract a requirement that the subcontractor be bound by Sections 2, 6, 7, 11, and 15 of this exhibit as if the subcontractor were the Contractor. DHS's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this contract.
- b. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

3. No Third Party Beneficiaries.

DHS 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 shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

4. Funds Available and Authorized; Payments

- a. Contractor shall not be compensated for Work performed under this contract by any other agency or department of the State of Oregon. DHS has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within DHS's biennial appropriation or limitation. Contractor understands and agrees that DHS's payment of amounts under this contract attributable to

Work performed after the last day of the current biennium is contingent on DHS receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract.

b. DHS will only pay for completed work that is accepted by DHS.

5. Representations and Warranties

a. **Contractor's Representation and Warranties:** Contractor represents and warrants to DHS that (1) Contractor has the power and authority to enter into and perform this contract, (2) this contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this contract shall be performed in accordance with the normal skill and care and professional standards of other professionals performing similar services under similar conditions, (4) Contractor shall, at all times during the term of this contract, be qualified, professionally competent and duly licensed to perform the Work, (5) all computer hardware and software delivered under this contract will, individually and in combination, correctly process, sequence, and calculate all date and date-related data for all dates prior to, through and after January 1, 2000 and (6) any software products delivered under this contract that process date or date-related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.

b. **Contractor's Limitation of Liability:** Contractor's liability with respect to items (5) and (6) of subsection 5a above shall not exceed: (1) twice the total contract amount (including any amendments) or (2) \$100,000 whichever is greater.

c. **Warranties Cumulative:** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. **Ownership of Work Product.** All work product of Contractor that results from this contract ("the Work Product") is the exclusive property of DHS. DHS and Contractor intend that such Work Product be deemed "work made for hire" of which DHS shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to DHS all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as DHS may reasonably request in order to fully vest such rights in DHS. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

7. Indemnity.

a. **General Indemnity:** Contractor shall defend, hold harmless and indemnify the State of Oregon, DHS and its agencies, subdivisions, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

b. **Intellectual Property Indemnity:** Without limiting the general indemnity provision, Contractor expressly agrees to defend, hold harmless and indemnify the State of Oregon, DHS and its agencies, subdivisions, officers,

employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or in connection with any claims that the Work, Developments, System or Deliverables or use thereof infringe any patent, copyright, trade secret, or other proprietary right (referred to as "Intellectual Property Rights") of any third party; provided, that DHS shall provide Contractor with prompt written notice of any infringement claim. Contractor shall have control of the defense and settlement of the claim; provided that the State of Oregon or DHS may assume its own defense and settlement in the event that the State of Oregon or DHS determines that Contractor is not adequately defending its interest or that an important governmental principle is at issue and the State of Oregon or DHS desires to assume its own defense. If Contractor, in its sole discretion, believes at any time that the Work, Developments, System or Deliverables infringe a third party's Intellectual Property Rights, Contractor may, at its own expense and option and upon receipt of DHS's prior written consent, replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item.

8. Insurance

- a.** During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:
- (1)** Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
 - (2)** General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the State of Oregon, Department of Human Services, and their divisions, officers and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this contract.
 - (3)** Automobile Liability insurance as required by the Oregon Financial Responsibility Law (ORS 806.060), including coverage for owned, hired or non-owned vehicles, as applicable.
 - (4)** Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
- b. Notice of Cancellation or Change:** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from Contractor or its insurer(s) to Contracts Coordinator, Oregon Department of Human Services.
- c. Certificates of Insurance:** As evidence of the insurance coverages required by this contract, Contractor shall furnish acceptable insurance certificates to Contracts Coordinator, Oregon Department of Human Services prior to commencing the Work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc., shall be provided to the State. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

9. Termination

- a. **Parties' Right to Terminate for Convenience:** This contract may be terminated at any time by mutual written consent of the parties.
- b. **DHS's Right to Terminate for Convenience:** DHS may, at its sole discretion, terminate this contract, in whole or in part, upon 30 days notice to Contractor.
- c. **DHS's Right to Terminate for Cause:** DHS may terminate this contract, in whole or in part, immediately upon notice to Contractor, or at such later date as DHS may establish in such notice, upon the occurrence of any of the following events:
 - (1) DHS fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;
 - (2) Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this contract is prohibited or DHS is prohibited from paying for such Work from the planned funding source;
 - (3) Contractor no longer holds any license or certificate that is required to perform the Work; or
 - (4) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, fails to perform the Work under this contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of DHS's notice, or such longer period as DHS may specify in such notice.
- d. **Contractor's Right to Terminate for Cause:** Contractor may terminate this contract upon 30 days' notice to DHS if DHS fails to pay Contractor pursuant to the terms of this contract and DHS fails to cure within 30 days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.
- e. **Remedies:**
 - (1) In the event of termination pursuant to Sections 9a, 9b, 9c(1), 9c(2) or 9d of this exhibit, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by DHS, less previous amounts paid and any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to DHS upon demand.
 - (2) In the event of termination pursuant to Section 9c(3) or 9c(4) of this exhibit, DHS shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Section 9c(3) or 9c(4) of this exhibit, the rights and obligations of the parties shall be the same as if the contract was terminated pursuant to Section 9b of this exhibit.

- f. **Contractor's Tender Upon Termination:** Upon receiving a notice of termination of this contract, Contractor shall immediately cease all activities under this contract, unless DHS expressly directs otherwise in such notice of termination. Upon termination of this contract, Contractor shall deliver to DHS all documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. Upon DHS's request, Contractor shall surrender to any one DHS designates, all documents, research or objects or other tangible things needed to complete the Work.
10. **Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 5a OR 9e(2) OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (B) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.
11. **Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that DHS, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later.
12. **Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DHS's performance under this contract is conditioned upon Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.
13. **Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. Contractor shall demonstrate its legal capacity to perform the Work under this contract in the State of Oregon prior to entering into this contract.
14. **Force Majeure.** Neither DHS nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of DHS or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

15. Survival. All rights and obligations shall cease upon termination or expiration of this contract, except for the rights and obligations set forth in the Contract Section I. EFFECTIVE DATE AND DURATION, and in paragraphs 5, 6, 7, 11, 15 and 21 of this exhibit.

16. Time is of the Essence. Contractor agrees that time is of the essence under this contract.

17. Written Notice. All notices regarding this contract must be given to the parties in writing by personal delivery or mailing the same, postage prepaid, to the following addresses:

DHS: DHS Contracts Coordinator or delegate
Oregon Department of Human Services
500 Summer Street NE /Mailing Code E03
Salem OR 97310-1080
Facsimile Number:
Phone Number:

Contractor: Entity
Address
City, State, ZIP
Facsimile Number:
Phone Number:

Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against DHS, such facsimile transmission must be confirmed by telephone notice to DHS's Contract Administrator.

18. 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

19. Counterparts. This contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the contract so executed shall constitute an original.

20. Disclosure of Social Security Number. Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

21. Governing Law; Venue; Consent to Jurisdiction. This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DHS (and/or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within

the United States District Court for the District of Oregon. CONTRACTOR, BY THE EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

22. Amendment. The terms of this contract may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the parties. This contract will not be amended after the expiration date.

23. Confidentiality of Client Information

- a. All information as to personal facts and circumstances obtained by the Contractor on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources.
- c. DHS, Contractor and any subcontractor will share information as necessary to effectively serve DHS clients.

24. Compliance with Applicable Federal Law. Contractor agrees to comply with all federal laws and regulations applicable to work performed under this contract inclusive of but not limited to:

- a. To the extent it is required to do so by law, Contractor shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the state of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL94-163). All subcontracts shall also be in compliance with the foregoing.
- b. By signature on this contract, the undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No federally 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 any 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.
 - (2) If any funds other than federally 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, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned 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 subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, 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.

- c. Contractor agrees to comply with Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Orders 11375 and 12086 and as supplemented in Department of Labor Regulation 41 CFR part 60. All subcontracts shall also comply with these provisions.
- d. If the sum payable under this contract exceeds or may exceed \$100,000, Contractor shall provide DHS a written assurance that Contractor will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7401 et.seq.), the Federal Water Pollution Control Act, as amended (33 USC 1251 et.seq.), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor further agrees to promptly report all infractions to the State of Oregon, and to the Department of Health and Human Services, and to the U.S. Regional Office of the Environmental Protection Agency. All subcontracts shall also be in compliance with these provisions.

25. Year 2000 Compliance Notice. In the event Contractor learns or has reason to believe that DHS's computer hardware or software environment fails to use a data format that explicitly specifies century in any date data, Contractor shall promptly advise DHS of such failure.

26. Department of Justice Approval. When the contract or amendments thereto cause the contract payment to be in excess of \$75,000, the Department of Justice must approve the contract and any amendments as to Legal Sufficiency. Such approval is required before any work may begin under this contract or amendments thereto, or the contract is not binding on the State of Oregon or DHS.

27. Key Person. Contractor acknowledges and agrees that Oregon DHS selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's key person(s). In particular, Oregon DHS through this Contract, is engaging the expertise, experience, judgment and personal attention of XXXXX (Key Person Name). Contractor's Key Persons shall not delegate performance of the responsibilities he/she is required to provide under this Contract to another (other) of Contractor's employee(s) without first obtaining the written consent of Oregon DHS. Further, Contractor shall not re-assign or transfer any Key Person to other duties or positions such that any Key Person is no longer available to provide Oregon DHS with his/her expertise, experience, judgment, and personal attention, without first obtaining Oregon DHS's prior written consent to such re-assignment or transfer. In the event Contractor requests that Oregon DHS approve a re-assignment or transfer of any Key Person, Oregon DHS shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement for the Key Person. Any approved substitute or replacement for a Key Person shall be deemed a Key Person under this Contract. In addition, the

Contractor must provide a replacement for any Consultant who ceases affiliation with the Contractor, whom DHS deems is not performing at an acceptable level or is hindering the successful completion of assignment(s), is unable to perform assigned work, or as required by DHS. Transition schedule must be approved by DHS. In the event that DHS requires such replacement, the Contractor shall promptly substitute or engage other qualified individuals. All such replacements are subject to DHS's prior review and acceptance. In the event that Contractor is unable to meet its obligation to furnish a replacement Consultant, DHS may, at its option, terminate that portion of the Contract without liability, or to continue the Contract without replacement.

Exhibit C
Independent Contractor Certification Statement

This form is to be completed by Contractor; Corporations are not required to complete this form.

ORS 670.600 Independent Contractor; standards. As used in various provisions of ORS chapters 316, 656, 657 and 701, an individual or business entity that performs labor or services for remuneration's shall be considered to perform the labor or services as an Independent Contractor if the standards of this section are met:

Contractor understands that:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the Agency for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual periodic retainer.
6. The individual or business entity providing labor or service is registered under ORS chapter 701, if the individual or business entity provides labor or services for which such registration is required;
7. Federal and state income tax returns in the name of the business or a business Schedule C or farm Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
8. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor must meet four (4) or more of the following:
 - ___ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - ___ B. Commercial advertising or business cards as is customary in operation of similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - ___ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - ___ D. Labor or services are performed only pursuant to written contracts;
 - ___ E. Labor or services are performed for two or more different persons within a period of one year; or
 - ___ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be performed.
9. Pursuant to OAR 125-020-0410(4), the contract shall provide that the Contractor is responsible for federal Social Security, except those categories excluded by law, and for any federal or state taxes applicable to the contract payment.

Independent Contractor certifies he/she meets the above standards and agrees to perform the labor or services required by this contract as an Independent Contractor.

Contractor Signature _____ Date _____

Entity Name (printed or typed): _____

**Exhibit D
INFORMATION FOR CRIMINAL HISTORY CHECK**

*** HIRING SUPERVISOR TO COMPLETE THIS SECTION ***		
Name of DHS Supervisor	Agency/Address	Phone Number/Extension
*** TO BE COMPLETED BY APPLICANT/EMPLOYEE ***		

Name (Please Print) Last First Middle Date of Birth

Other Name(s) Used: (Maiden Name, Previous Married Name(s), Aliases, Legal Name Changes, Assumed Names, etc.)

Sex Social Security Number (Per Signed Consent Below) Driver's License Number/Issuing State

Male Female

WARNING: Falsely responding to any of the questions listed below disqualifies your application by law.

1. Yes No Have you lived outside the State of Oregon any time during the five (5) year prior today's date?
2. Yes No Have you ever been convicted of any crime listed on the back of this form (or the substantial equivalent of any of the crime(s) if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number)?

If YES, place an (X) in the box beside the crime (or the substantially equivalent crime) and, on a separate sheet of paper, describe the circumstances by which you were convicted of the crime(s) and provide any information you have to help us understand why you believe your conviction(s) WILL NOT pose a risk to persons in the care of or receiving services from DHS, or other prevent you from fulfilling the responsibilities of your job.

3. Yes No Do you have a concealed handgun license?

AUTHORIZATION TO DISCLOSE SOCIAL SECURITY NUMBER

OAR 410-07-0000 authorizes DHS to request you to voluntarily provide your Social Security Number to DHS for use as an identification number for criminal record checks. Failure to provide your Social Security Number will not be used as a basis to deny you any right or benefit, or privilege provided by law. If you provide your Social Security Number and consent to its use, it will be used only for the purpose stated above and will not be given to the general public. By signing this consent to disclose your Social Security Number, you authorize DHS to disclose your Social Security Number to others if such disclosure is necessary for the purpose stated above.

Consultant's Signature

Date

AFFIRMATION OF ACCURATE INFORMATION

I have reviewed and completed both sides of this form as applicable to me. I understand that submitting false information will disqualify me from working at/for DHS. By my signature below, I hereby affirm that all information provided on both sides of this form, and all attachments thereto, are true and accurate.

***** CONSULTANT'S SIGNATURE MUST BE WITNESSED *****

Consultant's Signature

Date

Signature of Witness

Date

Title of Witness

*** DHS PERSONNEL SERVICES' USE ONLY ***	
Date of LEDS CCH/WARRANTS/DMV Check:	DHS PERS SVCS RECORDS SPEC:

Conviction: Yes No Warrant: Yes No Valid ODL: Yes No

Continued Employment: Approved Denied

, IMPORTANT NOTICE TO CONSULTANT,

YOUR SIGNATURE ON THE FRONT OF THIS FORM MEANS YOU HAVE REVIEWED THIS LIST OF CRIMES AND CHECK-MARKED (U) THOSE CRIMES FOR WHICH YOU HAVE BEEN CONVICTED.

YOUR SIGNATURE ALSO GRANTS PERMISSION FOR DHS TO VERIFY ANY AND ALL INFORMATION YOU HAVE PROVIDED ON THIS FORM AND ATTACHED DOCUMENTS, IF ANY.

Specific Crimes: (ORS):

/	162.025	Bribe Receiving	/	165.032	Criminal Possession of a Forgery Device
/	162.065	Perjury	/	165.055	Fraudulent Use of Credit Card (Over \$750)
/	162.155	Escape II	/	165.065	Negotiating a Bad Check (Class Felony Clause)
/	162.165	Escape I	/	165.070	Possession of a Fraudulent Communication Device
/	162.185	Supplying Contraband	/	165.074	Unlawful Factoring of a Credit Card Transaction
/	162.205	Failure to Appear I	/	165.085	Sports Bribery
/	162.235	Obstructing Governmental or Judicial Administration	/	165.090	Sports Bribe Receiving
/	162.265	Bribing a Witness	/	166.015	Riot
/	162.275	Bribe Receiving By a Witness	/	166.085	Abuse of Corpse II
/	162.285	Tampering With a Witness	/	166.087	Abuse of Corpse I
/	162.305	Tampering With Public Records	/	166.155	Intimidation II
/	162.325	Hindering Prosecution	/	166.165	Intimidation I
/	163.095	Aggravated Murder	/	166.220	Unlawful Use of Weapon
/	163.115	Murder	/	166.270	Felon in Possession of Firearm
/	163.118	Manslaughter I	/	166.272	Unlawful Possession of Machine Guns, Certain Short-barreled Firearms & Firearms Silencers
/	163.125	Manslaughter II	/	166.275	Possession of Weapons by Inmates of Institutions
/	163.145	Criminally Negligent Homicide	/	166.370	Discharging Firearm at School/Possession of Firearm or Dangerous Weapon in Public Building
/	163.160	Assault IV	/	166.382	Possession of Destructive Device
/	163.165	Assault III	/	166.384	Unlawful Manufacture of Destructive Device
/	163.175	Assault II	/	166.429	Use of Firearms in Felony
/	163.185	Assault I	/	166.480	Sale or Gift of Explosives to Children
/	163.190	Menacing	/	166.660	Unlawful Paramilitary Activity
/	163.195	Recklessly Endangering Another	/	166.720	Racketeering
/	163.200	Criminal Mistreatment II	/	167.007	Prostitution
/	163.205	Criminal Mistreatment I	/	167.012	Promoting Prostitution
/	163.225	Kidnaping II	/	167.017	Compelling Prostitution
/	163.235	Kidnaping I	/	167.062	Sadomasochistic Abuse or Sexual Conduct in Live Show (engaging in)
/	163.275	Coercion	/	167.062	Sadomasochistic Abuse or Sexual Conduct in Live Show (directing, managing, financing, or presenting)
/	163.355	Rape III	/	167.065	Furnishing Obscene Materials to Minors
/	163.365	Rape II	/	167.070	Sending Obscene Materials to Minors
/	163.375	Rape I	/	167.075	Exhibiting an Obscene Performance to a Minor
/	163.385	Sodomy III	/	167.080	Displaying Obscene Materials to Minors
/	163.395	Sodomy II	/	167.087	Disseminating Obscene Material
/	163.405	Sodomy I	/	167.090	Publicly Displaying Nudity or Sex for Advertising Purposes
/	163.408	Unlawful Sexual Penetration II	/	167.212	Tampering with Drug Records
/	163.411	Unlawful Sexual Penetration I	/	167.262	Adult Using Minor in Commission of Controlled Substance Offense (Less Than Five Grams Marijuana)
/	163.415	Sexual Abuse III	/	411.630	Unlawfully Obtaining of Public Assistance
/	163.425	Sexual Abuse II	/	411.840	Unlawfully Using Stamps or Commodities
/	163.427	Sexual Abuse I	/	471.410	Providing Liquor to a Person Under 21 or to Intoxicated Person; Mandatory Minimum Penalties
/	163.435	Contributing to the Sexual Delinquency of a Minor	/	475.992	Prohibited Acts Generally; Penalties; Affirmative Defense for Certain Peyote Uses
/	163.445	Sexual Misconduct	/	475.993	Prohibited Acts for Registrants; Penalties
/	163.455	Accounting for Deviate Purposes	/	475.994	Prohibited Acts Involving Records and Fraud; Penalties
/	163.465	Public Indecency	/	475.995	Distribution of Controlled Substance to Minors
/	163.515	Bigamy	/	475.996	Crime Category Classification for Violation of 475.992; Proof of Commercial Drug Offense
/	163.525	Incest	/	475.999	Manufacture or Delivery of Controlled substance to Minor or Student Within 1,000 Feet of School
/	163.535	Abandonment of a Child	/	811.140	Reckless Driving
/	163.545	Child Neglect II	/	811.182	Criminal Driving While Suspended or Revoked or in Violation of a Permit
/	163.547	Child Neglect I	/	811.540	Fleeing or Attempting to Elude Police
/	163.555	Criminal Nonsupport	/	811.700	Failure to Perform duties of Driver When Property is Damaged
/	163.555	Criminal Nonsupport	/	811.705	Hit and Run Vehicle (Injury)
/	163.575	Endangering the Welfare of a Minor	/	813.010	Driving Under the Influence of Intoxicant
/	163.670	Using Child in Display of Sexually Explicit Conduct			
/	163.673	Dealing in Depictions of Sexual Conduct Involving a Child			
/	163.675	Sale of Exhibition of Visual Reproduction of Sexual Conduct by Child			
/	163.680	Paying for Viewing Sexual Conduct			
/	163.732	Stalking			
/	164.043	Theft III			
/	164.045	Theft II			
/	164.055	Theft I			
/	164.057	Aggravated Theft I			
/	164.075	Theft by Extortion			
/	164.225	Burglary I			
/	164.325	Arson I			
/	164.395	Robbery III			
/	164.405	Robbery II			
/	164.415	Robbery I			
/	165.013	Forgery in the First Degree			
/	165.022	Criminal Possession of a Forged Instrument in the First Degree			

Exhibit E Confidentiality Agreement

To all contractors working on Oregon Department of Human Services (DHS) projects:

For the purposes of this certificate the term "contractor" will mean all Consultants assigned to the project by the contractor.

Oregon's laws contain provisions relation to confidentiality of records, lists and information about client applicants/clients/recipients and about State employees. These laws, and the penalties for violation of them, pertain to every contractor working on DHS projects, at all levels and in any capacity. As a condition of your continued work for DHS, you are required to complete the confidentiality training exercise and sign this certificate verifying that you understand the laws and are aware of the penalties for violation. If at some future date, you have doubts about the legality of an action you may be about to take, ask the respective project manager for an interpretation. *You personally are legally responsible for any violation of these laws.*

Confidentiality of Personnel Information: ORS 192.500 **The Public Records** Act contains a number of exemptions for information maintained on State employees including a "personal privacy exemption" which states: "The following public records are exempt from disclosure...Information of a personal nature such as that kept in a personal, medical or similar file, if the public disclosure thereof would constitute an unreasonable invasion of privacy, unless the public interest by clear and convincing evidence requires disclosure in the particular instance. The party seeking disclosure shall have the burden of showing that public disclosure would not constitute an unreasonable invasion of privacy." (ORS 196.500 (2)(b))

Confidentiality of Welfare Applicants/Recipients Information: ORS 411.300 **Regulations concerning use and custody of records.** (1) DHS shall make and enforce reasonable rules and regulations governing the custody, use and preservation of the records, tapes, files and communications of DHS. The use of such records, papers, files and communications by any other agency or department of government or person to which they may be furnished shall be limited to the purposes for which they are furnished and by the provisions of the law under which they may be furnished.

ORS 411.320 **Disclosure and use of records limited; contents as a privileged communication.** For the protection of clients, DHS contractors...shall not disclose or use the contents of any records, files, papers or communications for purposes other than those directly connected with the administration of the public assistance laws of Oregon, and these records, files papers and communication are considered confidential subject to the rules and regulations of DHS and its Divisions, except as otherwise provided in ORS 411.325 to 411.335. In any judicial proceedings, except proceedings directly connected with the administration of public assistance laws, their contents are considered privileged communications. (Note: ORS 421.325 and 411.330 have been voided by court action.)

ORS 411.335 **Prohibited use of lists or names.** No person or agency shall solicit, disclose, receive, make use of, or authorize, knowingly permit, participate in or acquiesce in the use of, any lists of names for commercial or political purposes of any nature, for any purpose not directly connected with the administration of public assistance laws. (Note: ORS 411.325 and 41.330 have been voided by court action.)

ORS 411.990 **Penalties** (1) Violation of ORS 411.320 to 411.335 is punishable, upon conviction, by a fine of not more than \$1,000 or by imprisonment in the county jail for not more than 60 days, or by both. Violation of ORS 192.500 is cause for disciplinary action under ORS 240.555.

Instructions: Contractor and supervisor will sign prior to start of work. Return original to the DHS Project Manager or designee.

I certify that I have read the foregoing. My signature below means that I understand the provisions of law pertaining to the confidentiality of DHS records and information. I also understand that these laws may change from time to time and that it is my responsibility to read and understand these changes as I am notified of them.

Name (please print): _____

Signature: _____ Date _____

Supervisor's Signature: _____ Date _____

Oregon Health Division
Request for Proposals #636: Technical Mentoring Services

Proposal Cover Sheet

Proposer Information

Agency Name: _____

Address: _____

City, State, Zip: _____

Telephone: _ Fax: _____

Name and title of the person(s) authorized to represent the Proposer in any negotiations and sign any contract that may result:

Name: _____ Title: _____

Name: _____ Title: _____

Contact Information

Primary Contact Person: _____ Title: _____

Agency Name: _____

Address: _____

City, State, Zip: _____

Telephone: _ Fax: _____

E-mail Address: _____

Proposal Information

Total Budget Amount Requested: \$ _____

***** THIS PAGE MUST BE THE TOP PAGE OF THE PROPOSAL *****

Oregon Health Division
Request for Proposals #636: Technical Mentoring Services

Assurances

This page must be signed and dated by an official authorized to bind the Proposer. By signing this page, the official verifies that the following statements are true:

1. No attempt has been made or will be made by the Proposer to induce any other person or organization to submit or not submit a proposal.
2. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin.
3. Information and costs included in this proposal shall remain valid for sixty (60) days after the proposal due date or until a contract is approved, whichever comes first.
4. The statements contained in this proposal are true and complete to the best of the Proposer's knowledge and accepts as a condition of the contract, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes that this is a public document and open to public inspection.

Signature: _____ Date: _____
(Official Authorized to Bind Proposer)

Name and Title (typed): _____

Exhibit G-Personal Services Contract 90954

**Proposal to Department of Human Services'
Solicitation #636**

Dated November 16, 2000 & Signed by Don A. Lewis