



**Contract Number 177814**

**STATE OF OREGON  
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Contract is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

**Lines for Life  
5100 SW Madison Ave Ste 400  
Portland, OR 97239  
Attention: David Westbrook  
Telephone: (971) 244-4637  
E-mail address: DavidW@linesforlife.org**

hereinafter referred to as “Contractor.”

Work to be performed under this Contract relates principally to OHA’s

**Health Systems  
Behavioral Health Adult Mental Health Program  
500 Summer Street NE  
Salem, Oregon 97301  
Contract Administrator: Bella Bradford or delegate  
Telephone: 971-244-4637  
E-mail address: [Bella.Bradford@dhsaha.state.or.us](mailto:Bella.Bradford@dhsaha.state.or.us)**

**1. Effective Date and Duration.**

This Contract shall become effective on the date this Contract has been fully executed by every party and, when required, approved by Department of Justice or on **September 15, 2022**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on **December 31, 2023**. Contract termination shall not extinguish or prejudice OHA’s right to enforce this Contract with respect to any default by Contractor that has not been cured.

**2. Contract Documents.**

**a.** This Contract consists of this document and includes the following listed exhibits which are incorporated into this Contract:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions

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

**b.** This Contract and the documents listed in Section 2., “Contract Documents”, Subsection a. above, shall be in the following descending order of precedence: this Contract less all exhibits, Exhibits D, B, A, and C.

**3. Consideration.**

**a.** The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$6,100,777.69**. OHA will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination or expiration of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

**b.** Interim payments to Contractor shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A, Part 2., “Payment and Financial Reporting.”

**c.** OHA will only pay for completed Work under this Contract. For purposes of this Contract, “Work” means the tasks or services and deliverables accepted by OHA as described in Exhibit A, Part 1, “Statement of Work.”

4. **Contractor or Subrecipient Determination.** In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, OHA’s determination is that:  
 Contractor is a subrecipient  Contractor is a contractor  Not applicable  
Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Contract: 93.243

5. **Contractor Data and Certification.**

a. **Contractor Information.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**Contractor Name (exactly as filed with the IRS):** Lines for Life

Street address: 5100 S. Macadam Ave.  
City, state, zip code: Portland, OR, 97239  
Email address: davidw@linesforlife.org  
Telephone: ( 503 ) 244-5211 Fax: ( )

**Is Contractor a nonresident alien,** as defined in 26 U.S.C. § 7701(b)(1)?  
(Check one box):  YES  NO

**Business Designation:** (Check one box):

- Professional Corporation
- Nonprofit Corporation
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Sole Proprietorship
- Corporation
- Partnership
- Other

**Contractor Proof of Insurance.** Contractor shall provide the following information upon submission of the signed Contract. All insurance listed herein and required by Exhibit C must be in effect prior to Contract execution.

Professional Liability Insurance Company: Philadelphia Indemnity Ins Co  
PHPK2291763 06/30/2022  
Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Commercial General Liability Insurance Company: Philadelphia Indemnity Ins. Co.

**Workers’ Compensation:** Does Contractor have any subject workers, as defined in ORS 656.027? (Check one box):  YES  NO *If YES, provide the following information:*

Workers’ Compensation Insurance Company: New Hampshire Insurance Co  
WC 053442186 OR 7/1/2023  
Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

b. **Certification.** Without limiting the generality of the foregoing, by signature on this Contract, the undersigned hereby certifies under penalty of perjury that:

- (1) Contractor is in compliance with all insurance requirements in Exhibit C of this Contract, and notwithstanding any provision to the contrary, Contractor shall deliver to the OHA Contract Administrator (see page 1 of this Contract) the required Certificate(s) of Insurance within 30 days of execution of this Contract. By certifying compliance with all insurance as required by this Contract, Contractor acknowledges it may be found in breach of the Contract for failure to obtain required insurance. Contractor may also be in breach of the Contract for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Contract;
- (2) Contractor acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Contractor and that pertains to this Contract or to the project for which the Contract work is being performed. Contractor certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Contractor further acknowledges that in addition to the remedies under this Contract, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Contractor;
- (3) The undersigned is authorized to act on behalf of Contractor and represents and warrants that Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of Oregon. Contractor shall, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of Oregon. For the purposes of this Section, “tax laws” includes: (i) All tax laws of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Contractor acknowledges that the Oregon Department of Administrative Services will report this Contract to the Oregon Department of Revenue (DOR). The DOR may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including: (i) garnishing the Contractor’s compensation under this Contract; or (ii) exercising a right of setoff against Contractor’s

compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the DOR collects debts;

- (4) The information shown in Section 5.a., “Contractor Information” above is Contractor’s true, accurate and correct information;
- (5) To the best of the undersigned’s knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (6) Contractor and Contractor’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (7) Contractor is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” currently found at: <https://www.sam.gov/portal/public/SAM/>;
- (8) Contractor is not subject to backup withholding because:
  - (a) Contractor is exempt from backup withholding;
  - (b) 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
  - (c) The IRS has notified Contractor that Contractor is no longer subject to backup withholding; and
- (9) Contractor Federal Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Contractor shall provide OHA with the new FEIN or SSN within 10 days.

**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.**

**CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.**

**6. Signatures.** This Contract and any subsequent amendments 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 and any amendments so executed shall constitute an original.

**Contractor Name**

By: DocuSigned by:

*David Westbrook*  
EA9DFECE1B5C489...

David westbrook

Authorized Signature

Printed Name

chief operating officer

10/13/2022

Title

Date

**State of Oregon, acting by and through its Oregon Health Authority**

By: DocuSigned by:

*Jon Collins*  
A2C89F80775B405

Jon Collins

Authorized Signature

Printed Name

Deputy Director Health Systems Division

10/13/2022

Title

Date

**Approved by: Director, OHA Health Systems Division**

By:

DocuSigned by:

*Margie Stanton*  
0662DA032345422...

Margie Stanton

Authorized Signature

Printed Name

Director

10/13/2022

Title

Date

**Approved for Legal Sufficiency:**

Via email by Jeffrey J. Wahl, Assistant Attorney General on September 16, 2022; email in contract file.

## **EXHIBIT A**

### **Part 1 Statement of Work**

#### **1. Background and Overview.**

In 2020, The National Suicide Hotline Designation Act was passed by the Federal Government, designating 988 as the emergency number for behavioral health crises. The passage of House Bill 2417 in Oregon during the 2021 session directed the Oregon Health Authority “OHA” to study and evaluate methods to expand and enhance Oregon’s Behavioral Health Crisis Response System.

The current Lifeline Centers in Oregon became 988 Crisis Call Centers when the 988 Crisis Hotline went live nationally on July 16, 2022. Crisis Hotlines are to be answered by trained and qualified Crisis Intervention Specialists (CIS) who will triage calls, texts, and chats and provide remote screening and intervention 24/7, as well as activate an in-person mobile crisis service response from the Community Mental Health Programs (CMHPs) when appropriate. CISs may provide remote crisis assessment, intervention and/or information and referrals to County Mental Health Programs, local law enforcement, or other appropriate resources. Callers may ask questions and share concerns about themselves or someone they know who may be experiencing mental illness, substance use, developmental disability, or thoughts of self-harm or suicide.

Crisis services that can be addressed by 988 Call Centers are not limited to suicide prevention, but also include, services to address depression, anxiety, sexual assault, domestic violence, grief, runaways, elderly concerns, emergency disaster crisis response, substance use disorder, and critical incident stress debriefing.

OHA also seeks to address workforce development as a priority, with particular focus on recruiting and supporting a workforce that is culturally responsive and reflects the racially, ethnically, linguistically, ability- and gender-diverse populations across Oregon. This priority and expectation applies to 988 Call Centers as well.

#### **2. Purpose Statement.**

To implement 988 Crisis Call centers in Oregon in accordance with the National Suicide Hotline Designation Act and House Bill 2417. OHA intends to enter a Contract with Lines for Life who is accredited and designated as a 988 Crisis Call Center by the National Suicide Prevention Lifeline (NSPL) under the National Suicide Hotline Designation Act. OHA and Lines for Life will work together to improve Oregon’s response to behavioral health related calls, text, and chats; hire and train Call Center staff; increase follow-up services; and unify the State’s response to 988 crisis contacts.

#### **3. Definitions and Descriptions.**

For purposes of this Contract, the terms and references below shall have the following meanings:

**a. Clinical Supervisor:**

A Clinical Supervisor supervises the CIS at the 988 Call Centers. At minimum, Clinical Supervisors must have a graduate degree: Master of Arts (MA), Master of Science (MS), or Doctor of Philosophy (PhD) in psychology, social work, or a behavioral science field; meet the Qualified Mental Health Professional (QMHP) standards as outlined in OAR 309-019-0125; and have at least two years of crisis intervention experience. Clinical Supervisors must also be trained based on standards set by American Association of Suicidology (AAS), NSPL, OHA, and Substance Abuse and Mental Health Systems Administration (SAMHSA).

**b. Contacts:**

An individual or family contacting 988 via call, text, or chat for themselves or for another person.

**c. Crisis Intervention Specialist (CIS):**

Crisis Intervention Specialist, (CIS), are crisis call-takers trained to establish rapport, assess, de-escalate, plan for safety, and offer resource referrals to callers who reach out for help via telephone in a behavioral health crisis.

**d. Culturally, Linguistically, and Developmentally Appropriate Services (CLDAS):**

- (1) The principal standard of culturally and linguistically appropriate services is to: “Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs” (Health and Human Services – [CLAS Standards.](#))
- (2) The term “developmentally appropriate” has been added to ensure young children and those with intellectual and/or developmental disabilities have access to appropriate services.

**e. Mobile Crisis Teams (MCTs):**

A MCT is a multidisciplinary team that provides Behavioral Health (BH) crisis services to individuals and families wherever they are in the community. Mobile crisis services are defined as “Mental health services for individuals in crisis provided by mental health practitioners who respond to BH crises onsite at the location in the community where the crisis arises and who provide a face-to-face therapeutic response. The goal of mobile crisis services is to help an individual resolve a psychiatric crisis in the most integrated setting possible and to avoid unnecessary hospitalization, inpatient psychiatric treatment, involuntary commitment, and arrest or incarceration”.

**f. Mobile Response and Stabilization Services (MRSS):**

MRSS address the unique needs of children, youth, young adults, and their families in crisis. It helps them understand: What may lead to a crisis; When they are experiencing a crisis; When they need support; and how to get support at home and in the community.



**g. Provider Directory:**

Includes contact information for mental health providers and substance use providers across Oregon. This resource is used as needed to connect 988 contacts to BH services in their community and must be approved by OHA.

**h. Psychological First Aid (PFA):**

An initial disaster response intervention with the goal to promote safety, stabilize survivors of disasters, and connect individuals to help and resources. PFA is delivered to affected individuals by mental health professionals and other first responders. The purpose of PFA is to assess the immediate concerns and needs of an individual in the aftermath of a disaster or crisis, and not to provide on-site therapy.

**i. Public Safety Answering Points (PSAPs):**

911 Call Centers. Oregon is home to 43 of these Centers covering all 36 counties in the State Office of Emergency Management ([OEM](#)).

**j. Qualified Staff:**

As defined by Substance Abuse and Mental Health Services (SAMHSA) and the NSPL for 988 Call Centers. In addition, all 988 CISs will be considered qualified only after completing all trainings required by OHA.

**k. Required Trainings and Competencies for Oregon 988 Crisis Call Centers:**

This document includes:

- (1) Contractor's current training curriculum
- (2) Recommended trainings – youth and family
- (3) Current and recommended trainings – older populations
- (4) Required competencies for Clinical Supervisors

**4. 988 Call Center Required Services and Activities.**

OHA requires the Contractor meet minimum standards as set by OHA, NSPL, American Association of Suicidology (AAS), Center for Medicare and Medicaid (CMS) and SAMHSA. Contractor is required to comply with standards set by OHA during current and future contract years as the 988 and BH Crisis system develops in Oregon.

Crisis services that can be addressed by the 988 Call Center include but are not limited to suicide prevention, self-harm, services to address depression, anxiety, sexual assault, domestic violence, grief, runaways, elderly concerns, emergency disaster crisis response, substance use disorder, and critical incident stress debriefing.

**Crisis Call Center must:**

- a. Meet all applicable rules and statutes.
- b. Contractor must have telephony technology that can route calls to appropriate services, including but not limited to, 911 PSAPs; CMHPs; the warmline; and community-based services. Contractor must aim to establish telephony technology compatible with 911 PSAPs in the first five years of 988 operation from the point of 988 going live nationwide.
- c. Follow all clinical, operating, technology, and reporting standards set by nationally recognized call center accrediting entities such as Joint Commission, NSPL, AAS, Utilization Review Accreditation Commission, and other federal and state agencies such as CMS and SAMHSA, in addition to OHA standards.
- d. Answer:
  - (1) 90% of all contacts (calls, texts, and chats) within 20 seconds during the first year of operation starting from July 16th, 2022; and
  - (2) 95% of calls within 20 seconds in subsequent years of operation.
- e. Provide call, text, and chat services 24 hours per day/ 7 days per week/ 365 days a year (366 during leap years).
  - (1) All contacts must be answered by a CIS overseen by Clinical Supervisors as defined in this Contract.
  - (2) Voicemail systems or Interactive Voice Responses must not be used.
- f. Not decline to respond to a call, chat, or text unless there are reasons consistent with specific standards set by NSPL to address harassment of Call Center staff.
- g. Require all Call Center staff to be trained with the competencies outlined in “**Required Trainings and Competencies for Oregon 988 Crisis Call Centers,**” including but not limited to:
  - (1) Evidence-based and trauma-informed protocols to competently handle calls from individuals experiencing a BH crisis, including suicidal ideation and attempts, and substance use.
  - (2) Youth and family focused communication strategies, knowledge about developmental stages, and competency with connecting youth and families to community resources and programs.
  - (3) Support for callers with complex needs, such as elderly populations, callers presenting with Intellectual and Developmental Disabilities (IDD), dementia, or Alzheimer’s, and callers who need BH services other than crisis services. This support should include PFA and connection to appropriate resources when necessary.

- (4) Trainings approved by OHA relevant to the needs of callers who identify as individuals and families who have served in the military, and/or veterans.
      - (5) Other training(s) required by OHA.
- h. Establish protocol of coordination with other community crisis and emergency services to ensure continuous care and safety of 988 callers determined to be at imminent risk of suicide.
  - (1) At a minimum, these protocols must comply with AAS and NSPL standards.
  - (2) Contractor must submit their protocol to OHA for approval upon execution of Contract. Contractor shall make changes to said protocol upon OHA's request to stay in Contract compliance.
- i. Establish clear protocol for warm transfer of individuals to the Oregon Behavioral Health Access System (OBHAS) lines, Youthline, Warmlines, 211, and other non-crisis lines across the state.
  - (1) Protocol must be OHA approved.
  - (2) OBHAS lines include the: 1) Behavioral Health Support Line, 2) Race Equity Support Line, 3) Senior Loneliness Line, and 4) Helpers Helping Helpers line.
- j. Document and report follow-up calls to and from 988 callers and warm handoffs to other crisis system providers, in compliance with NSPL standards and any other standards set by OHA.
- k. Utilize and maintain an OHA approved BH provider directory, ensuring Call Center staff have access to the latest information on licensed/certified BH providers and community-based resources across Oregon.
  - Selection, implementation, and maintenance plan for the provider directory must be submitted for OHA review upon Contract execution.
- l. Develop protocol to initiate dispatch of MCTs and MRSS in compliance with all applicable Oregon Administrative Rules (OARs), and Oregon Revised Statutes (ORSs) set by OHA.
  - Protocol must include procedure to gather data on the dispatch of Mobile Crisis / MCTs to the location of the person or family in crisis. These policies and procedures shall be made available to OHA for approval. See Section 7. Data Collection and Reporting Requirements.
- m. Have written policies and protocols in place with 911 PSAPs, and other crisis call centers, to stay connected with the caller via telephone or video conference until mobile crisis or MRSS or other crisis response services teams reach the location of individual and/or family in crisis. These policies and protocol must be submitted to and approved by OHA upon Contract execution. See Section 7. Data Collection and Reporting Requirements.

- n. Ensure the use of best practice, standardized protocols for effective coordination with law enforcement, emergency medical services, and CMHPs, as set by SAMHSA, NSPL, and OHA.
- o. Provide safety planning with those seeking crisis assistance and offer harm reduction interventions and crisis de-escalation using tools approved by OHA.
- p. Establish policies and procedures for coordination with CMHPs and other Mobile Crisis Service and MRSS providers across Oregon to request dispatch of MCTs or MRSS Teams if the immediate de-escalation need of the individual in crisis is not resolved, if the caller or individual/family in crisis requests mobile response, or more intensive services are necessary to ensure the safety of the individual served.  
These policies and procedures for coordination with CMHPs and other Mobile Crisis and MRSS providers must be submitted upon Contract execution and approved by OHA. See Section 7. Data Collection and Reporting Requirements.
- q. Connect Crisis Call Center callers to services consistent with the assessed level of severity and urgency based on SAMHSA's [National Guidelines for Behavioral Health Crisis Care](#).
- r. Use the most appropriate and least restrictive setting/manner consistent with the individual's preferences and needs considering involuntary emergency interventions as a last resort.  
In the case that a contact is made on behalf of someone, practice active engagement with the contact to determine the least restrictive, most collaborative actions to best ensure the safety of the person at risk.
- s. Initiate life-saving services for a suicide attempt in progress in accordance with guidelines that do not require the individual's consent to initiate medically necessary rescue services based on AAS and [NSPL guidelines](#).
- t. Initiate active rescue to secure the immediate safety of the individual at risk if the caller remains unwilling and / or unable to take action to prevent their suicide and remains at imminent risk after interaction based on AAS and [NSPL guidelines](#).
- u. Utilize de-escalation and resolution techniques by engaging callers in remote crisis counseling and intervention to de-escalate the crisis.
- v. Connect individuals and families via warm transfer to outpatient and/or community-based services if the urgent need is resolved and more intensive services are not immediately necessary to ensure the safety of the individual and/or family seeking assistance.

- w. Upon contact with a caller, attempt to collect, document data and attempt, and report the following information from the caller with caller's consent. This information should be relayed to any entity that is either responding to the location of crisis and/or accepting warm transfer from the 988 Call Center:
- (1) Name of individual in crisis and individual who called
  - (2) Current presentation, symptoms, circumstances of person of concern that prompted call
  - (3) Phone number
  - (4) Relationship to caller if it is a third-party call
  - (5) Race/Ethnicity
  - (6) Date of birth and/or age of individual in crisis
  - (7) Sexual Orientation
  - (8) Gender Identity
  - (9) Location
  - (10) Insurance type
  - (11) Specific requested cultural/linguistic/developmental needs; including need for interpretation and intellectual or developmental disability status
  - (12) If individual in crisis is capable of responding to or following instructions and/or directions
  - (13) Type of response and outcome the caller is hoping for
  - (14) Any available information about immediate unmet needs such as housing, employment, food insecurity, etc.
  - (15) Identify current providers, services or supports that are already in place (Primary Care Provider, Mental Health Provider, School Counselor, Treatment, affiliation with church, or other).
- x. If in-person response by emergency service providers and/or mobile crisis and/or MRSS teams is requested, the Call Center must attempt to collect the following additional information with the caller's consent, and relay it to the entity providing in-person crisis response and services.
- (1) Presence of service animal
  - (2) Presence of weapon
  - (3) History of aggression if available
  - (4) Presence of any physical barrier to reach individual or family at the location of crisis
  - (5) If other individuals are around the individual in crisis and their relationship to individual in crisis
  - (6) Preferred hospital individual or family would want to go to for services if needed
- y. Provide remote follow-up services, including but not limited to: follow-up for those who present with safety risk; emergency department, inpatient, or other healthcare

follow-up from partnering organizations; and resource follow-up to ensure referrals were effective.

- z.** Establish policies and procedure(s) to coordinate receipt of crisis communications directly from 911 PSAPs. These policies and procedures shall be made available to OHA for approval upon Contract execution. See Section 7. Data Collection and Reporting Requirements.
- aa.** Deliver culturally, linguistically, and developmentally appropriate services that meet or exceed standards defined in the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care, including services for individuals with limited English proficiency, as well as other communication needs.
- bb.** Ensure all 988 branding, marketing, and communications are consistent with 988 messaging guidelines of NSPL, SAMHSA, and OHA and are approved by OHA.
- cc.** Comply with all OHA reporting requirements.

## **5. Minimum Staffing Requirements.**

- a.** Contractor must hire and train qualified staff or CISs in adequate levels to answer a minimum of:
  - (1)** 90% of all contacts (calls, texts, and chats) within 20 seconds during the first year of operation starting July 16th, 2022, and
  - (2)** 95% of calls answered within 20 seconds in subsequent years of operation.

Qualification of staff is defined by AAS, NSPL, and OHA.

- b.** CIS(s), at a minimum, must have a:
  - (1)** Bachelor's degree in social work, BH sciences field; or
  - (2)** Combination of at least three years relevant work, education, training, or experience; and demonstrate the competency necessary to communicate effectively, understand mental health screening and assessment, treatment and service terminology and apply these concepts, provide psychosocial skill development, implement interventions as assigned on an individual plan of care, and provide BH management and case management duties.
- c.** Upon OHA request, Contractor shall submit a plan for overflow/surge and system staffing disruption (i.e., disaster events, workforce shortages) call coverage with resources that meet all requirements and a NSPL accredited call center.

- d. In coordination with CMHPs, Contractor shall hire Clinical Supervisors, always maintained at a one supervisor to eight CISs, to manage clinical triage and supervise trained 988 CIS(s).
  - (1) At all times, a Clinical Supervisor must be on duty at the 988 Call Center.
  - (2) At minimum, Clinical Supervisors must have a graduate degree (Master of Arts (MA), Master of Science (MS), or Doctor of Philosophy (PhD) in psychology, social work, or a behavioral science field; meet the Qualified Mental Health Professional standards as outlined in OAR 309-019-0125; and have at least 2 years of crisis intervention experience.

**6. Technological and Operational Requirements.**

Contractor must provide, at minimum:

**a. Telephony**

- (1) Multi-Line Telephone System (MLTS) with caller identification (caller ID) and routing capability:
  - (a) Contractor shall have a private line that provides a direct connection between the Call Center and CMHPs, the Call Center and 911, and the Call Center and community-based non-crisis services, to coordinate linkage to appropriate services between parties.
  - (b) Capacity to manage calls for individuals who are hearing impaired such as through Text Telephone (TTY) or Telecommunication Device for the Deaf (TDD).
  - (c) Phone system must be capable of sending true Dual Tone Multi Frequency or keypad tones (DTMF Tones).
  - (d) Center routing rules:
    - i. Once a call is answered, it cannot be sent back into the NSPL routing system.
    - ii. No routing 988 callers to voice mail.
    - iii. No automated triage systems.
    - iv. No system initiated/automated call transfers outside of the call center.
    - v. Prioritize calls based on acuity and/or risk to life according to NSPL standards.

**b. Information Systems and Technology**

Contractor must:

- (1) Maintain a 99.9% average uptime.
- (2) Develop a comprehensive disaster recovery plan utilizing geographically diverse or cloud-based backups and recovery testing exercises performed in monthly intervals.

**c. Operational**

Contractor must:

- (1) Have policies and procedures that are compliant, at minimum, with the Health Insurance Portability and Accountability Act (HIPAA) regulations, 42 C.F.R. Part 2, and State law, and address retention of records.
- (2) Answer:
  - (a) 90% of all contacts (calls, texts, and chats) within 20 seconds during the first year of operation beginning July 16, 2022; and
  - (b) 95% of calls answered within 20 seconds in subsequent years of operation.
- (3) Ensure system(s) support chat and texting utilizing tools approved by SAMHSA, NSPL, and OHA, and be HIPAA compliant.
- (4) When calls require escalation to 911, be managed by the Clinical Supervisor on duty.
- (5) When transferring calls to 911, CIS or Clinical Supervisor shall remain in communication(s) as long as necessary to assist and support the person in crisis and 911 operator (i.e., warm transfer).
- (6) When transferring calls to entities other than 911, a CIS or Clinical Supervisor shall remain in contact until the referral organization receiving the communication indicates the Call Center staff member may disconnect (i.e., warm transfer).
- (7) Ensure system has the capacity for silent monitoring and access by Clinical Supervisors to listen and participate in calls/texts/chats without interruption.
- (8) Warm transfer calls to the following lines based on OHA approved protocol: See Section 7. Data Collection and Reporting Requirements.
  - (a) Behavioral Health Support Line
  - (b) Race Equity Support Line
  - (c) Senior Loneliness Line
  - (d) Helper Helping Helpers
  - (e) Youthline
  - (f) Warmlines across Oregon
  - (g) 211
  - (h) Other non-crisis lines across Oregon
  - (i) Veteran's Crisis Line
- (9) Establish methods for follow-up services approved by OHA and in alignment with [Suicide Prevention Lifeline Guidance](#).
- (10) Offer follow-up services based on the following risk levels as defined by the [Suicide Prevention Lifeline Guidance](#):
  - (a) No Risk: 0 hours
  - (b) Low Risk: 24 hours
  - (c) Medium Risk: 12 hours
  - (d) High Risk: 3 hours
  - (e) Immediate High Risk with in-person response: 7 days
  - (f) If admitted to hospital: call 7 days later.
- (11) Ensure follow-up service plans for High-Risk individuals include, at minimum, the following components as defined by [Suicide Prevention Lifeline Guidance](#):



- (a) Review of safety plan created or started on initial contact;
  - (b) Minimum number of follow-up contacts made to each individual;
  - (c) Maximum number of attempts to reach an individual before it is assumed they have dropped out of the program, typically three to five attempts are made;
  - (d) Maximum duration (in days or weeks) of program involvement;
  - (e) General guidelines on content of follow-up calls; and
  - (f) General goals for follow-up care.
- (12) Establish a safety plan with caller using guidelines and tools approved by the NSPL, such as the Stanley Brown Safety Plan.
- (13) Maintain an Electronic Health Record (EHR) system approved by OHA and collaborate on future Health Information Exchange (HIE) and EHR opportunities anticipated by OHA, including bi-directional information sharing with facilities to support continuity of care. Contractor shall not change EHR system without OHA approval.
- (14) For all calls dropped two or more times, file an incident report and follow-up to conduct a root cause analysis. All such incidents and the outcome of root cause analysis must be reported to OHA within 24 hours.

**d. Business**

Contractor must:

- (1) To ensure community needs are being met, establish and maintain collaborative relationships with 988 Call Center partners, including but not limited to:
- (a) Individuals and their families receiving care and treatment in BH services
  - (b) BH providers
  - (c) The network of CMHPs and MCTs
  - (d) Law enforcement
  - (e) Emergency medical services
  - (f) Tribal, municipal, county, state, and federal governmental entities
  - (g) Oregon Department of Veteran's Affairs
  - (h) CCOs
  - (i) Communities historically experiencing discrimination and inequity in health care due to systemic racism
  - (j) Organizations delivering peer delivered services
- (2) Implement a continuous quality improvement program designed to monitor, evaluate, and initiate activities to improve quality and effectiveness of services, which shall be made available at OHA request. See Section 7. Data Collection and Reporting Requirements.
- (3) Participate in all program reviews required by OHA.
- (4) Agree to being subject to investigation should a grievance be submitted by a user of the Crisis Call Center against the Contractor or one of their employees.

- (5) Within 30 days of Contract execution, update and submit proposed post-call Satisfaction Survey to OHA for approval.
- (6) Participate in key stakeholder meetings with OHA.
- (7) Participate in all required evaluation activities, including but not limited to monthly data collection and reporting; quarterly performance self-assessment reports; and annual reports such as budget and workforce diversity and training.
- (8) Participate in performance improvement activities with OHA as OHA identifies needs.
- (9) Submit to annual site reviews by OHA.

## 7. Data Collection and Reporting Requirements.

Contractor shall:

Develop a dashboard that captures data elements required to be collected and reported on an ongoing basis. This dashboard is to be updated weekly. The dashboard must be OHA approved.

### a. Equity:

- (1) Use trauma informed, culturally and linguistically appropriate, evidenced based best practices for data collection and offer opportunities for individuals to engage and provide feedback and recommendations as an essential part of the equitable data collection process. Contractor shall:
  - (a) Collect, analyze, and report granular data to combat service and systemic inequities inherent in aggregate data and ensure data-informed decisions and resources are dedicated to mitigating the disproportionate impacts experienced in historically marginalized communities.
  - (b) Assume responsibility and accountability of the BH crisis system data and ensure accuracy of the data collected using all available person identification tools and resources
  - (c) Provide BH crisis system data to OHA in accordance with this Contract or ad-hoc at OHA's request and participate in the data collection and reporting using the system or tool which provides the greatest level of interoperability, transparency, accountability and integrity, promoting an equitable and person-centered approach to collecting, housing and reporting data via an Electronic Data Interchange or a data reporting tool collaboratively identified by Contractor and OHA.

### b. Race, Ethnicity, Age, Language, and Disability (REALD) and Sexual Orientation or Gender Identity (SOGI) Requirements:

To comply with data collection requirements, all data recorded under this section should be broken out by the following demographic information whenever possible:

- (1) Race/Ethnicity
- (2) Age
- (3) Sexual Orientation

- (4) Gender Identity
- (5) Location
- (6) Type of insurance coverage
- (7) IDD status
- (8) Language/interpretation requirement

**c. Monthly Reports:**

All data shall be broken down by race/ethnicity, age, location, language, veteran status or individuals who have served in the military, and Individuals with Intellectual and Developmental Disabilities. Contractor shall, at minimum, collect and submit the following data to OHA monthly:

- (1) Presenting problem/symptom/issues
- (2) Total number of contacts received, broken down by call, text, or chat
  - (a) Answer rate
    - Goal: to meet or exceed 90% of total calls/texts/chats answered to reduce the amount going to the national back up centers by 10% or less.
  - (b) Call abandonment rates
    - Goal: less than 10% of total calls
  - (c) Average answer speed
    - Goal: 90% answered in 20 seconds or less
  - (d) Average call length, in minutes
  - (e) Contact Satisfaction Survey results
    - Goal: 93% or above “favorable.”
- (3) Total number of individuals who contacted 988 via call, text, or chat for themselves.
- (4) Total number of individuals who contacted 988 via call, text, or chat for someone else.
- (5) Number of contacts for youth and young adults.
  - (a) Number and percentage of youth contacts 0-17 years of age and callers 18-20 years of age.
  - (b) Number and ages of youth who contact 988 directly for themselves.
  - (c) Relationship to person of concern, if contacting on behalf of a child or young adult.
- (6) Total number of calls, texts, and chats transferred from or to the 988 line:
  - (a) Behavioral Health Support Line
  - (b) Alcohol and Drug Hotline
  - (c) County crisis line
  - (d) Race Equity Support Line
  - (e) Senior Loneliness Line
  - (f) Helpers Helping Helpers
  - (g) Youthline
  - (h) Veteran’s Crisis Line

- (i) 911 (includes rescue calls)
- (7) Types of community-based resources the individual or family was connected to.
- (8) Total number and percentage of contacts resolved by Crisis Call Centers and did not require an in-person response.
- (9) Number and percentage of contacts for youth ages 20 and under resolved by 988 Call Center.
- (10) Number of contacts that led to request for Mobile Crisis or MRSS Team dispatch. Of those contacts, Contractor must also document:
  - (a) Whether contact was through call, text, or chat.
  - (b) Time of request for Mobile Crisis or MCT dispatch.
  - (c) Name of entity to whom request for Mobile Crisis or MCT dispatch was made.
  - (d) Outcome of Mobile Crisis or MCT dispatch request.
- (11) Average number of follow-up calls to individuals.
  - (a) Outcome of follow-up calls.
- (12) Number of contacts requesting veterans' services.
- (13) Number of contacts coded as suicide in progress.

**d. Quarterly Reports:**

Quarterly reports shall include:

- (1) Types of contacts received (stated problems/needs).
- (2) Warm transfer or connection to community-based services, including type of service and location.
- (3) Follow-up utilization failure report identifying reasons individual, or family did not receive services in the community following the call to 988. (self-reported)
- (4) Quarterly itemized expenditure report.

**e. Annual Reports:**

Annual reports shall include:

- (1) Quality Improvement Plan focusing on policies, first contact, assessment, referral, and access to local care to ensure there is a comprehensive and coordinated response to individuals at Imminent Risk for suicide.
- (2) 988 Call Center workforce diversity including:
  - (a) Aggregate data on REALD and Sexual Orientation or Gender Identity for Call Center workforce.
  - (b) Language and interpretation services availability.
- (3) 988 Call Center training report including:
  - (a) Names of evidence-based trainings approved by OHA on culturally, linguistically, and developmentally appropriate services given to staff.
  - (b) Frequency of each training.
  - (c) Percentage of staff who have completed training and their designation.

**f. One-time Reports:**

- (1) Upon Contract execution, Contractor shall submit to OHA:
  - (a) Policies and procedures for ensuring culturally, linguistically, and developmentally appropriate services.
  - (b) Policies and procedures with each County Mental Health Program to dispatch Mobile Crisis and MCTs.
  - (c) Policies and procedures to warm transfer callers to non-crisis and non-emergency resources; Youthline; Alcohol & Drug line; Veteran's Crisis Line; and OBHAS call lines.
  - (d) Policies and procedures for transfer of calls to and from 911.
  - (e) Plan to ensure reaching the goal of answering at least 90% of calls in 20 seconds or less by end of April 30, 2023.
- (2) By May 30, 2023, Contractor must submit to OHA a Sustainability Plan indicating how the Crisis Call Center will sustain workforce capacity and maintain the Lifeline Key Performance Indicators (KPI) metrics.
- (3) Any additional, available data needed for evaluation or performance improvement activities as identified by OHA.

**g. Quality and Performance Monitoring:**

- (1) OHA reserves the right to withhold payment if any required activities and reports are not met and/or delivered within the respective timelines specified in this Contract. Each unmet activity will require a Corrective Action Plan to be submitted to OHA within 14 days of non-compliance. Compliance with Contract requirements must be restored within 30 days of non-compliance. OHA will resume payments only after compliance has been restored.
- (2) Contractor shall report on any additional data requested by OHA if deemed necessary for system evaluation and improvement by OHA.

**8. Reporting Deadlines.**

#	Task or Report	Due Date	Payment Provisions
1	Crisis service implementation	Upon Contract execution	Submit invoice for <b>40%</b> of Contract NTE in the amount of <b>\$2,440,311.08</b>
2	Plan to ensure CLDAS requirements	Upon Contract execution	Upon OHA receipt and approval of the documents in 7.f.(1)(a) - (e), submit invoice for <b>30%</b> of Contract NTE in the amount of <b>\$1,830,233.31</b> .
3	Policy and procedure(s) to dispatch MCT/MRSS from CMHPs	Upon Contract execution	
4	Policy and procedure(s) for warm transfers to non-crisis lines; Youthline; Alcohol & Drug line; Veteran's Crisis Line, and OBHAS call lines.	Upon Contract execution	
5	Policy and procedure for transfer of calls to and from 9-1-1	Upon Contract execution	
7	Plan to meet answer rate KPI	Upon Contract execution	
9	Monthly Report  Reports shall be submitted monthly throughout the term of the Contract.	Each <u>month</u> , by the 15 <sup>th</sup> .	Upon OHA receipt and approval of these reports, submit <b>monthly</b> invoices for each of the months of October 2022 through June 2023 in the amount of <b>\$183,023.33</b> for a total of 9 payments.
10	Quarterly Report  Reports shall be submitted quarterly throughout the term of the Contract..	Each <u>quarter</u> , by the 15 <sup>th</sup> day of the month.	For months where quarterly and monthly reports overlap, the monthly payment will be provided once both the monthly report and the quarterly report are approved.
11	Annual Report	05/30/23	Final payment in the amount of <b>\$183,023.33</b> will be paid upon delivery of Tasks 11-15 and as described in section 7.e.
12	Quality Improvement Plan	5/30/23	
13	Call Center Workforce Diversity	5/30/23	
14	Call Center Training	5/30/23	
15	Sustainability Plan	5/30/23	

**EXHIBIT A**

## Part 2 Payment and Financial Reporting

### 1. Payment and Financial Reporting.

- a.** Budget and Payment Detail:
- (1)** NTE: \$6,100,777.69.
  - (2)** Upon Contract execution, Contractor will invoice for **40%** of the NTE: **\$2,440,311.08**.
  - (3)** Upon OHA approval of documents listed in section 7.f.(1)(a) - (e), Contractor will invoice for **30%** of the NTE: **\$1,830,233.31**.
  - (4)** Following approval of documents in section 7.f.(1)(a) - (e) and invoice for **30%**, the remaining of the NTE payments (**\$1,830,233.31**) will be made:
    - (a)** In equal amounts for the 9-months of October 1, 2022 through June 30, 2023 in the amount of **\$183,023.33 each**, upon receipt and approval of all required Tasks and Reports; and
    - (b)** The final payment in the amount of **\$183,023.33** will be paid upon receipt and approval of the Tasks and Reports identified in 8. Reporting Deadlines, items 11-16.
- b.** Contractor shall submit invoices electronically with the subject line “Invoice, Contract # (your Contract number), and Contract name” to the Contract Administrator at: [amhcontract.administrator@dhsoha.state.or.us](mailto:amhcontract.administrator@dhsoha.state.or.us) or to any other address as OHA may indicate in writing to Contractor. Any other means of submitting invoices (such as by mail or other email) will be returned and the invoice will not be paid until properly submitted.
- c.** Contractor shall prepare and electronically submit invoices, in a format approved by OHA, for services provided in each as set forth in **d.** below. Invoices are due no later than 45 calendar days following the end of each period as described.
- d.** OHA will make payments upon approval and acceptance of both the required Reports, deliverables, and invoices. For the purposes of this Contract, “acceptance” may be achieved by Contractor providing the quantity and quality of the reporting or deliverable requirements as described in the Program Description.
- d.** Contractor shall, upon request, revise and resubmit Reports and invoices to OHA’s satisfaction.
- e.** OHA is not obligated to provide payment for any invoice received more than 60 days after the date of the expiration or termination of this Contract, whichever is earlier.

- f.** Payment for all work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum compensation set forth in the Consideration section. 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.
- g.** Prior to providing payment, OHA will confirm that Contractor has completed the requirements set forth in this Contract and submitted the required Reporting within the timelines described in Exhibit A, Part 1 “Statement of Work”. If any of these have not been completed within the timeline required, OHA will provide written notice to Contractor, so that Contractor may satisfy these requirements within a determined timeline.
- h.** Payments provided through this Contract may only be used for the project in the manner prescribed herein. Payments may not be used to reimburse expenses incurred prior to the start date of this Contract.

**2. Travel and Other Expenses.**

- a.** This Contract is all inclusive and as such, travel and/or other expenses incurred by Contractor are included in the maximum not-to-exceed amount of this Contract and shall not be invoiced and will not be paid separately.



## EXHIBIT A

### Part 3 Special Provisions

#### 1. Confidentiality of Information.

##### a. Client Information:

- (1) All information as to personal facts and circumstances obtained by the Contractor on the client (“Client Information”) 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 guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Contract. Nothing prohibits the disclosure of information in summaries, statistical, or other forms which does not identify particular individuals.
- (2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources.
- (3) If Contractor, or any of its officers, directors, employees, agents, or subcontractors receives or has access to confidential Social Security Administration (SSA), or Federal Tax Information (FTI) records in the performance of Work under this Contract, Contractor shall comply, and ensure that all of Contractor’s officers, directors, employees, agents and subcontractors comply, with the following provisions:
  - (a) With respect to SSA records:
    - i. Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;
    - ii. Adhere to the same security requirements as employees of OHA;
    - iii. Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within OHA’s agreement with SSA;
    - iv. Provide its employees and agents the same security awareness training as OHA’s employees; and
    - v. Include the provisions of this Section 1.a.(3)(a) in any subcontract.
  - (b) With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:
    - i. Contractor and its officers, directors and employees with access to, or who use FTI provided by OHA must meet the

background check requirements defined in IRS Publication 1075;

- ii. Any FTI made available to Contractor shall be used only for the purpose of carrying out the provisions of this Contract. Contractor shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited;
  - iii. Contractor shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI related output and products will be given the same level of protection as required for the source material;
  - iv. No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the IRS;
  - v. Maintain a list of employees who are authorized access to FTI. Such list will be provided to OHA and, upon request, to the IRS reviewing office; and
  - vi. Include the provisions of this Section 1.a.(3)(b) in any subcontract.
- (c) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Contract.
- (d) Contractor may be subject to periodic and ongoing security reviews to ensure compliance with the requirements of Section 1.a.(3).
- (4) Except as prohibited by Section 1.a.(3) above, OHA, Contractor and any subcontractor will share information as necessary to effectively serve OHA clients.

**b. Non-Client Information:**

- (1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under the Contract, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Contract that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party (“Confidential Non-Client Information”).

- (2) Confidential Non-Client Information shall be deemed not to include information that:
    - (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
    - (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under the Contract;
    - (c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under the Contract;
    - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
    - (e) Is disclosed with the written consent of the originating Party; or
    - (f) Is independently developed by the receiving Party's officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.
  - (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; and shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Contract or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.
- c. Upon request and pursuant to the instructions of OHA, Contractor shall return or destroy all copies of Confidential Information, and Contractor shall certify in writing the return or destruction of all Confidential Information.
  - d. "Client" means any individual, family or provider:

- (1) For whom OHA must provide Services and incidental or specialized Goods, in any combination thereof (“Services and Incidental Supplies”), according to state, federal law, rule, and policy. Those Services and Incidental Supplies include but are not limited to treatment, care, protection, and support without regard to the proximity of the services being provided;
- (2) Who in fact receives and utilizes services provided by OHA primarily for that individual's or family's benefit;
- (3) Who is under the custody, care, or both of OHA; or
- (4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

**2. Amendments.**

- a.** Subject to Section 2.c. below, OHA reserves the right to amend or extend the Contract under the following general circumstances:
  - (1) OHA may extend the Contract for additional periods of time up to a total Contract period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA’s satisfaction with performance of the work or services provided by the Contractor under this Contract.
  - (2) OHA may periodically amend any payment rates throughout the life of the Contract proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature. In addition, OHA may periodically amend any payment rates throughout the life of the Contract to meet current market conditions.
- b.** OHA further reserves the right to amend the Statement of Work for the following:
  - (1) Programmatic changes, additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Contract or previous amendments to the Contract;
  - (2) Implement additional phases of the Work; or
  - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules, which, in part or in combination, govern the provision of services provided under this Contract.
- c.** Upon identification, by any party to this Contract, of any circumstance which may require an amendment to this Contract, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Contract before the modified or additional provisions are binding on either party. All amendments must comply

with Exhibit B, “Standard Terms and Conditions”, Section 24. “Amendments; Waiver; Consent.” of this Contract.

**3. Contractor Requirements to Report Abuse of Certain Classes of Persons.**

- a.** Contractor shall comply with, and cause its employees, agents and subcontractors to comply with, the applicable laws for mandatory reporting of abuse including but not limited to abuse of the following classes of persons in Oregon:
  - (1) Children (ORS 419B.005 through 419B.045);
  - (2) Elderly Persons (ORS 124.055 through 124.065);
  - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
  - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- b.** In addition to the requirements of Section 3.a. above, if law enforcement is notified regarding a report of child abuse, Contractor shall also notify the local Child Protective Services Office of the Department of Human Services within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, the Contractor shall also notify the local Aging and People with Disabilities Office of the Department of Human Services within 24 hours.
- c.** If known, the abuse report should contain the following:
  - (1) The name and address of the abused person and any people responsible for that person’s care;
  - (2) The abused person’s age;
  - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
  - (4) The explanation given for the abuse;
  - (5) The date of the incident; and
  - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

**4. Background Checks. RESERVED**

**5. Equal Access to Services.** Contractor shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

**6. Media Disclosure.** The Contractor will not provide information to the media regarding a recipient of services purchased under this Contract without first consulting the OHA office that referred the child or family. The Contractor will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the Contractor with an appropriate follow-up response for the media.

**7. Nondiscrimination.**

- a.** The Contractor must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language, and other special needs of clients.
- b.** Contractor certifies that Contractor has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of this Contract, to maintain such policy and practice in force during the entire Contract term.
- c.** As required by ORS 279B.235, Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this Section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles OHA to terminate this Contract for cause.
- d.** Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

## EXHIBIT B

### Standard Terms and Conditions

1. **Governing Law, 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 OHA or any other agency or department of the State of Oregon, or both, 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 a 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. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Contract.
2. **Compliance with Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor and the Contract. OHA's performance under the Contract is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. This Section shall survive expiration or termination of this Contract.
3. **Independent Contractor.**
  - a. Contractor is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
  - b. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Contractor currently performs work would prohibit Contractor's Work under this Contract. If compensation under this Contract is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government.
  - c. Contractor is responsible for all federal and state taxes applicable to compensation paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, OHA will not withhold from such compensation any amounts 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 paid to Contractor under this Contract, except as a self-employed individual.

- d. Contractor shall perform all Work as an Independent Contractor, as defined in ORS 670.600. OHA reserves the right (i) to determine and modify the delivery schedule for the Work, and (ii) to evaluate the quality of the Work Product, however, OHA may not 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.

**4. Representations and Warranties.**

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to OHA that:

- (1) Contractor has the power and authority to enter into and perform this Contract;
- (2) The obligations set forth in this Contract, when executed and delivered, shall be valid and binding obligations of the Contractor enforceable in accordance with its terms;
- (3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;
- (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; and
- (5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

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

**5. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.

**6. 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 or the federal government. OHA certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract within OHA's current biennial appropriation or limitation. Contractor understands and agrees that OHA's payment for Work performed is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.
- b. **Payment Method.** Payments under this Contract will be made by Electronic Funds Transfer (EFT). Upon request, Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Contractor shall maintain at its own expense a single financial



institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Contract. Contractor shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any payment under this Contract until receipt of the correct EFT designation and payment information from the Contractor.

7. **Recovery of Overpayments.** IF BILLINGS UNDER THIS CONTRACT, OR UNDER ANY OTHER CONTRACT BETWEEN CONTRACTOR AND OHA, RESULT IN PAYMENTS TO CONTRACTOR TO WHICH CONTRACTOR IS NOT ENTITLED, OHA, AFTER GIVING WRITTEN NOTIFICATION TO CONTRACTOR, MAY WITHHOLD FROM PAYMENTS DUE TO CONTRACTOR SUCH AMOUNTS, OVER SUCH PERIODS OF TIME, AS ARE NECESSARY TO RECOVER THE AMOUNT OF THE OVERPAYMENT, UNLESS CONTRACTOR PROVIDES A WRITTEN OBJECTION WITHIN 14 CALENDAR DAYS FROM THE DATE OF THE NOTICE. ABSENT TIMELY WRITTEN OBJECTION, CONTRACTOR HEREBY REASSIGNS TO OHA ANY RIGHT CONTRACTOR MAY HAVE TO RECEIVE SUCH PAYMENTS. IF CONTRACTOR PROVIDES A TIMELY WRITTEN OBJECTION TO OHA'S WITHHOLDING OF SUCH PAYMENTS, THE PARTIES AGREE TO CONFER IN GOOD FAITH REGARDING THE NATURE AND AMOUNT OF THE OVERPAYMENT IN DISPUTE AND THE MANNER IN WHICH THE OVERPAYMENT IS TO BE REPAID. OHA RESERVES ITS RIGHT TO PURSUE ANY OR ALL OF THE REMEDIES AVAILABLE TO IT UNDER THIS CONTRACT AND AT LAW OR IN EQUITY INCLUDING OHA'S RIGHT TO SETOFF.

8. **Ownership of Work Product.**

- a. **Definitions.** As used in this Section 8, and elsewhere in this Contract, the following terms have the meanings set forth below:
- (1) "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.
  - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or Contractor.
  - (3) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to OHA pursuant to the Work.
- b. **Original Works.** All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of OHA. OHA and Contractor agree that all Work Product is "work made for hire"

of which OHA is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not “work made for hire,” Contractor hereby irrevocably assigns to OHA any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OHA's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in OHA. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- c. In the event that Work Product is Contractor Intellectual Property, a derivative work based on Contractor Intellectual Property or a compilation that includes Contractor Intellectual Property, Contractor hereby grants to OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Contractor Intellectual Property and the pre-existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.
- d. In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Contractor shall secure on OHA's behalf and in the name of OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.

## **9. Indemnity.**

- a. CONTRACTOR SHALL DEFEND (SUBJECT TO ORS CHAPTER 180), SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.
- b. **INDEMNITY FOR INFRINGEMENT CLAIMS.** WITHOUT LIMITING THE GENERALITY OF SECTION 9.a. ABOVE, CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD OHA, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS,

EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO OHA BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR OHA'S USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT THE STATE OF OREGON SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS CONTRACT.

**10. Default; Remedies; Termination.**

**a. Default by Contractor.** Contractor shall be in default under this Contract if:

- (1) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- (2) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within 14 calendar days after OHA's notice or such longer period as OHA may specify in such notice; or
- (3) 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 14 calendar days after OHA's notice, or such longer period as OHA may specify in such notice; or
- (4) Contractor failed to comply with the tax laws of this state or a political subdivision of this state before the Contractor executed this Contract or fails to comply with the tax laws of this state or a political subdivision of this state during the term of this Contract.

**b. OHA's Remedies for Contractor's Default.** In the event Contractor is in default under Section 10.a. above, OHA may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- (1) termination of this Contract under Section 10.e.(2) below;
- (2) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 7., “Recovery of Overpayment”, of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Section 10.a. above, then Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 10.e.(1) below.

- c. **Default by OHA.** OHA shall be in default under this Contract if OHA commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.
- d. **Contractor’s Remedies for OHA’s Default.** In the event OHA terminates the Contract under Section 10.e.(1) below, or in the event OHA is in default under Section 10.c. above, and whether or not Contractor elects to exercise its right to terminate the Contract under Section 10.e.(3) below, Contractor's sole monetary remedy shall be: (i) with respect to Work compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Contract but not yet invoiced, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (ii) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by OHA, less previous amounts paid and any claim(s) that OHA has against Contractor. In no event shall OHA be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 10.d., Contractor shall immediately pay any excess to OHA upon written demand. If Contractor does not immediately pay the excess, OHA may recover the overpayments in accordance with Section 7., “Recovery of Overpayments”, and may pursue any other remedy that may be available to it.
- e. **Termination.**
  - (1) **OHA’s Right to Terminate at its Discretion.** At its sole discretion, OHA may terminate this Contract:
    - (a) For its convenience upon 30 days’ prior written notice by OHA to Contractor;
    - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products;
    - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA’s purchase of the Work or Work Products under this

Contract is prohibited, or OHA is prohibited from paying for such Work or Work Products from the planned funding source; or

(d) Immediately upon written notice to Contractor if there is a threat to the health, safety, or welfare of any OHA client or recipient of services under this Contract, including any Medicaid Eligible Individual, under its care.

(2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Contract, OHA may terminate this Contract immediately upon written notice to Contractor, or at such later date as OHA may establish in such notice, if Contractor is in default under Section 10.a. above.

(3) Contractor's Right to Terminate for Cause. Contractor may terminate this Contract upon 30 days written notice to OHA, or at such later date as Contractor may establish in such notice, if OHA is in default under Section 10.c. above, and OHA fails to cure such default within 30 calendar days after OHA receives Contractor's notice or such longer period as Contractor may specify in such notice.

(4) Mutual Termination. The Contract may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

(5) Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Contractor at that time. This Section 10.e.(5) survives the expiration or termination of this Contract.

(6) Effect of Termination: Upon receiving a notice of termination of this Contract, or upon issuing a notice of termination to OHA, Contractor shall immediately cease all activities under this Contract, unless in a notice issued by OHA, OHA expressly directs otherwise.

**11. Stop-Work Order.** OHA may, at any time, by written notice to the Contractor, require the Contractor to stop all, or any part of the work required by this Contract for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Contractor shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the Work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

- a. Cancel or modify the stop work order by a supplementary written notice; or
- b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 10., "Default; Remedies; Termination."

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the Contractor, make an adjustment in the time required to complete this Contract and the Contract price by a duly executed amendment.

12. **Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9., "INDEMNITY", NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT.
13. **Insurance.** Contractor shall maintain insurance as set forth in Exhibit C, attached hereto.
14. **Records Maintenance, Access.** Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Contract, in such a manner as to clearly document Contractor's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Contract, are collectively referred to as "Records." Contractor acknowledges and agrees that OHA, the Secretary of State's Office, and the federal government, and their duly authorized representatives shall have access to all Records to perform examinations and audits, and to make excerpts and transcripts. Contractor shall retain and keep accessible all Records for the longest of:
  - a. Six years following final payment and termination of this Contract;
  - b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
  - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Contract.
15. **Information Privacy/Security/Access.** If the Work performed under this Contract requires Contractor or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Contractor or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Contractor shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
16. **Force Majeure.** No party is responsible for delay or default caused by an event beyond its reasonable control. OHA may terminate this Contract, without liability to Contractor, upon written notice after reasonably determining the delay or default reasonably prevents performance of this Contract.
17. **Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.

18. **Subcontracts; Assignment; Successors.** Contractor shall not assign, transfer, or subcontract rights or responsibilities under this Contract, in whole or in part, without the prior written approval of OHA. This Contract's provisions are binding upon and inure to the benefit of the parties to this Contract and their respective successors and assigns.
19. **No Third Party Beneficiaries.** OHA 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. This Section shall survive expiration or termination of this Contract.
20. **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. This Section shall survive expiration or termination of this Contract.
21. **Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, fax, or mailing the same, postage prepaid to Contractor or OHA at the address or number set forth in this Contract, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by fax shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by fax must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**OHA:** Office of Contracts & Procurement  
635 Capitol Street NE, Suite 350  
Salem, OR 97301  
Telephone: 503-945-5818  
Fax: 503-378-4324

This Section shall survive expiration or termination of this Contract.

22. **Headings.** The headings and captions to sections of this Contract have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Contract.
23. **Merger Clause.** This Contract constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, regarding this Contract not specified herein.

- 24. Amendments; Waiver; Consent.** OHA may amend this Contract to the extent provided herein, the solicitation document, if any from which this Contract arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Contract shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Contract.
- 25. Contractor's Failure to Perform.** Contractor's failure to perform the statement of work specified in this Contract, or to meet the performance standards established in this Contract, may result in consequences that include, but are not limited to:
- a.** Reducing or withholding payment under this Contract;
  - b.** Requiring Contractor to perform at Contractor's expense additional work necessary to perform the statement of work or meet performance standards; or
  - c.** Declaring a default of this Contract and pursuing any available remedies for default, including termination of the Contract as permitted in Section 10., "Default; Remedies; Termination", of this Contract.



## EXHIBIT C

### Insurance Requirements

#### INSURANCE REQUIREMENTS:

Contractor shall obtain at Contractor's expense the insurance specified in this section to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

#### WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

#### COMMERCIAL GENERAL LIABILITY:

**Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000. per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

#### PROFESSIONAL LIABILITY:

**Required**     **Not required**

**Professional Liability insurance** covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim. Annual aggregate limit shall not be less than \$2,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional

Liability insurance coverage, or the Contractor shall provide Continuous Claims Made Coverage as stated below.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and Agency's acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency

has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

The Contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Contractor and Agency.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Section.

## EXHIBIT D

### Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Contractor shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Contract, to Contractor, or to the Work, or to any combination of the foregoing. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** Contractor shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Work. Without limiting the generality of the foregoing, Contractor expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and require all subcontractors to include in

all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** Contractor shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Contract, the Contractor certifies, to the best of the Contractor's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - e. No part of any federal funds paid to Contractor under this Contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** Contractor shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. Contractor shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
  - b. If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Contractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Contractor expends less than \$750,000 in a fiscal year, Contractor is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
8. **Debarment and Suspension.** Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or

Nonprocurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Pro-Children Act.** Contractor shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
10. **Medicaid Services. RESERVED**
11. **Agency-based Voter Registration.** If applicable, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosure. RESERVED**
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Contract, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Contractor agrees that it has been provided the following notice:
  - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
    - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
    - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
  - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
  - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
14. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
  - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally

describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

- b. Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
  - c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.
- 15. Federal Whistleblower Protection.** Contractor shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.
- 16. Information** Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200. All required data elements in accordance with 45 CFR 75.352 are available at: <https://www.oregon.gov/OHA/HSD/AMH/Pages/federal-reporting.aspx>.