

September 7, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of personal services contract with 211 INFO for assisting with Clackamas County’s Coordinated Housing Access hotline. Contract value is \$662,975 for 10 months. Funding is through Supportive Housing Services funds. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues – September 6, 2023		
Performance Clackamas	1. This funding aligns with H3S’s Strategic Business Plan goal to increase self-sufficiency for our clients. 2. This funding aligns with the County’s Performance Clackamas goal to ensure safe, healthy, and secure communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Vahid Brown, HCDD Deputy Director	Contact Phone	(971) 334-9870

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services requests approval of a Contract with 211 INFO for a pilot program to assist in answering the Coordinated Housing Access (“CHA”) hotline. The CHA hotline, currently staffed exclusively by county employees, connects those seeking housing assistance or experiencing homelessness with available resources and programs.

Clackamas County Coordinated Housing Access has had a backlog of individuals needing housing assessments. These assessments are a prerequisite to referral to available housing programs, and HCDD has prioritized the clearing of this backlog so that CHA calls can be taken live and so that households in need can be referred to the appropriate housing assistance in a timely manner. 211 INFO is a highly skilled agency with broad experience across our region in providing staff support to coordinated entry systems, including

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conducting housing assessments. It provides expertise and experience in local resource information and referral services and is adept at serving disadvantaged community members, especially those facing homelessness or housing instability.

The pilot program will have 211 INFO providing after-hours call coverage on evenings, weekends, and holidays, in addition to answering overflow calls during regular business hours when a caller has been on hold for more than five minutes. 211 INFO will enter caller data into the county's system for access to housing services. Their assistance will be critical in meeting the increasing demands on the hotline with the expansion of programs and services made possible by the Supportive Housing Services Measure. The pilot will allow the county to assess whether contracting with an agency like 211 INFO is an effective way of closing historical accessibility and timeliness gaps that have existed in the county's coordinated entry system.

This contract was procured through the State of Oregon Price Agreement for Community Referral Services DASPS-2431-15 and its amendments and was posted on OregonBuys for seven business days with no objections.

This contract is funded through \$662,975 in Supportive Housing Services Funds. No County General Funds are involved.

RECOMMENDATION: Staff respectfully recommends the Board approve Contract #11244 between 211 INFO and Clackamas County to answer the CHA hotline, which connects those seeking housing assistance or experiencing homelessness with available resources and programs.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Director of Health, Housing & Human Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #11244**

This Personal Services Contract (this “Contract”) is entered into between **211 Info** (“Contractor”), and **Clackamas County**, a political subdivision of the State of Oregon (“County”) on behalf of its Department of Health, Housing, and Human Services, Housing and Community Development Division, for the purpose of assisting Clackamas County’s Coordinated Entry program in providing more accessible services to those seeking housing assistance or experiencing homelessness in Clackamas County by answering the Coordinated Housing Access (“CHA”) hotline. This Contract is purchased against the State of Oregon Price Agreement for Community Referral Services, DASPS-2431-15, attached hereto as **Exhibit B** and incorporated by this reference herein.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2024.
- 2. Scope of Work.** Contractor shall provide assistance to Clackamas County’s CHA hotline clients (“Work”), further described in **Exhibit A – Scope of Work**, attached hereto and incorporated by this reference herein.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Six Hundred Sixty-Two Thousand Nine Hundred and Seventy-Five dollars (\$662,975), for accomplishing the Work required by this Contract. Work will be performed in two phases, as described in Exhibit A. The maximum amount County will pay Contractor for each phase of the Work is set forth below:

PHASE 1	\$244,365
PHASE 2	\$418,610
TOTAL CONTRACT VALUE	\$662,975

Consideration rates are on a time and material basis in accordance with the rates and costs set forth in Exhibit B and Exhibit C, attached hereto and incorporated by this reference herein. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

Contractor understands and agrees that the County’s obligation to pay Contractor for performing the Work under this Contract is expressly contingent upon the County receiving sufficient funds, as determined by the County in its sole administrative discretion, from the Metro Regional Government (“Metro”) under the supportive housing services program tax, approved as ballot measure 26-210.

4. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Contractor may begin accruing expenditures against this contract as of August 1, 2023. Reimbursements shall not occur until the County has a fully executed contract.

Invoices shall reference the above Contract Number and be submitted to:
HCDD-AP@clackamas.us

5. Travel and Other Expense. Authorized: Yes No
 If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

7. Contractor and County Contacts.

Contractor: 211 Info Administrator: Cara Kangas Phone: (503) 416-2632 Email: cara.kangas@211info.org	Housing and Community Development Division Administrator: Vahid Brown Phone: (971) 334-9870 Email: vbrown@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices,

sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, 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 County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.**
 - a. **Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees.
 - b. **Indemnification of County.** Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against

all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- c. **Indemnification and Defense of Metro.** The Contractor agrees to indemnify, defend, save, and hold harmless Metro Regional Government ("Metro"), and its officers, elected officials, agents, and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Agreement.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Metro, nor purport to act as legal representative of Metro, without first receiving from the Metro attorney's office authority to act as legal counsel for Metro, nor shall Contractor settle any claim on behalf of Metro without the approval of the Metro attorney's office. Metro may, at its election and expense, assume its own defense and settlement.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required, and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: HousingServices@clackamas.us.

<input checked="" type="checkbox"/> Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated, therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: HousingServices@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

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

County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28 and 31, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** 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.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of

this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County as of the date of notice of termination, less any setoff to which the County is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.

- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as “**Personal Information**” is defined in ORS 646A.602(11)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as “Confidential” to be held in confidence (“**Confidential Information**”), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County’s request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing

undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. REPORTING REQUIREMENTS. In performance of the Work, Contractor shall:

- a. Execute a Homeless Management Information System ("HMIS") Participation Agreement for purposes of using regionally administered HMIS software through a contract with regional partners and ensuring such use is in accordance with the

HMIS provider's policies and procedures. County anticipates a new HMIS regional structure and contract will be implemented and upon such implementation and transfer, Contractor shall, if determined by County to be necessary, execute a new HMIS Participation Agreement;

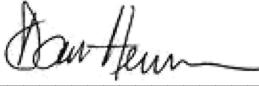
- b. Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database. As used herein, "participation" means:
 - i. Completing all necessary initial HMIS data entry training within one month of Contract execution;
 - ii. Collecting participant demographics and enter data electronically into HMIS into appropriate HMIS providers, which will be determined by HCDD.
 - iii. Complying with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements;
 - iv. Ensuring that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date;
 - v. Correcting data quality, missing information, and null data errors as specified by HCDD's SHS Data team within 14 days after the end of each fiscal quarter or as requested;
 - vi. Collecting and entering universal data elements, which include demographic information on all clients at entry, and all required SHS elements required by HUD, Metro, or other applicable federal, state, or local funding sources;
 - vii. Complying with all confidentiality policies and procedures regarding HMIS and the use of participant data;
 - viii. Ensuring only authorized Contractor staff, trained by HCDD, access the HMIS software.
- c. Work with HCDD to improve on performance targets.
- d. Work cooperatively with HCDD to prepare an annual participant feedback report.
- e. Submit to monitoring for contract compliance.

31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

211 Info

Clackamas County



Authorized Signature Date 8/23/2023

Dan Herman

Name / Title (Printed)

149613-12

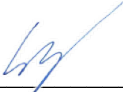
Oregon Business Registry #

Private Nonprofit Corporation Oregon

Entity Type / State of Formation

Authorized Signature Date

Approved as to Form:



Andrew Naylor County Counsel Date 08/23/2023

Attachments: Exhibit A – Scope of Work; Exhibit B – DASPS-2431-15; Exhibit C - Budget FY 23-24

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

211 Info Scope for Clackamas County Coordinated Housing Access (CHA)

211 Info (“Contractor”) will assist Clackamas County’s Coordinated Entry program in providing more accessible services to those seeking housing assistance or experiencing homelessness in Clackamas County by answering the CHA hotline, while following the practices and performance standards stated below.

This program will have two phases. Phase one will be a pilot program (September 1-January 31, 2024) and will determine Clackamas County’s interest in moving into phase two (February 1, 2024, and forward).

Calls for this program will come from the CHA hotline.

Phase 1

- The first phase of this pilot will start on September 1, 2023, and will end on January 31, 2024.

Procedural frameworks:

- a. Contractor will provide contract center answering services, as that term is defined in the DASPS-2431-15, for County’s CHA hotline. Contractor shall ensure 2 staff are available per shift (set forth in the table, below), with at least one staff member being bilingual Spanish-English.
- b. Contractor will answer calls live from 503-655-8575, according to the following schedule:

From September 1 - January 31, 2024		
Days of the Week	Hours	
	From	To
Mondays	6:00 PM	8:00 PM
Tuesdays	6:00 PM	8:00 PM
Wednesdays	6:00 PM	8:00 PM
Thursdays	6:00 PM	8:00 PM
Fridays	8:00 AM	8:00 PM
Saturdays	8:00 AM	8:00 PM
Sundays	8:00 AM	8:00 PM
*Holidays	8:00 AM	8:00 PM

- The holiday schedule is:

Holidays	
Independence Day	7/4/2023
Labor Day	9/4/2023
Veteran's Day	11/9/2023
Thanksgiving	11/23/2023
Christmas	12/25/2023
New Year's Day	1/1/2024
Martin Luther King Jr. Day	1/15/2024
President's Day	2/19/2024
Memorial Day	5/27/2024
Juneteenth	6/19/2024

- Contractor will also answer overflow CHA calls during the hours that Clackamas County is open, when the caller has been on hold for 5+ minutes, according to the following schedule:

CHA Overflow Hours		
Days of the Week	Hours	
	From	To
Mondays	8:00 AM	6:00 PM
Tuesdays	8:00 AM	6:00 PM
Wednesdays	8:00 AM	6:00 PM
Thursdays	8:00 AM	6:00 PM

- Contractor will return calls left on the CHA voicemail within 48 hours of caller's message.
- Contractor will participate in all technical HMIS training and Clackamas Housing First Aid trainings, and follow County policy around eligibility and procedures.
 - Contractor will make a language line for callers whose first language is a language other than English available to serve Clackamas County callers.
 - Contractor will strive for 100% data entry accuracy in HMIS.
 - Contractor shall ensure quality training for its staff by sending workers to regular CHA assessment and system updates training/meetings.
 - Contractor will send a monthly report of contact volume, number of calls answered, average wait times and customer satisfaction.
 - 90 days after launch of the pilot, Contractor will meet with Clackamas County to evaluate program satisfaction.

- i. If the program does not collect sufficient data within the first 90 days of the pilot, as determined by the County, the Contract will be terminated.
- j. If the program collects sufficient data during the initial 90 days of phase 1, as determined by the County, the County will provide 60 days' notice of its approval for Contractor to provide phase 2 Work, described below.

Phase 2

- The parties anticipate that the second phase of Work will begin on February 1, 2024, and ends on June 30, 2024. Provided, however, that Contractor may only begin Phase 2 Work upon written notice by County. County will determine, in its sole discretion, whether to proceed to Phase 2 Work. If County elects to proceed to Phase 2 Work, it will provide Contractor 60 day's written notice of its intent to do so. If County decides not to proceed to Phase 2 Work, this Contract will be terminated.
- Phase 2 Work will be performed in accordance with the procedural framework of Phase 1 with the addition of the following requirements and schedule:
 - a. Contractor shall ensure 3 staff are available per shift (as set forth in the table, below), with at least one staff member being bilingual Spanish-English.

From February 1, 2024 - June 30, 2024		
Days of the Week	Hours	
	From	To
Mondays	8:00 AM	8:00 PM
Tuesdays	8:00 AM	8:00 PM
Wednesdays	8:00 AM	8:00 PM
Thursdays	8:00 AM	8:00 PM
Fridays	8:00 AM	8:00 PM
Saturdays	8:00 AM	8:00 PM
Sundays	8:00 AM	8:00 PM
*Holidays	8:00 AM	8:00 PM

Goals and Benchmarks (Timeline)

CHA and 211 will meet 90 days after the pilot launch to evaluate program satisfaction according to the following benchmarks.

Goal	Completion Timeline
All Clackamas County designated 211 staff trained in Housing First Aid and CHA calls	12/31/2023
Data quality checked monthly	Day 15 of every month

<p>211 call reports, including contact volume, calls answered, average wait times and customer satisfaction sent from 211 to CHA, monthly</p>	<p>By day 15 of every month</p>
<p>All CHA staff attend regular CHA assessment and system updates trainings and meetings</p>	<p>3rd Wednesday of every month.</p>
<p>Strive for 100% HMIS data accuracy, monthly check completed by CHA data team and reported.</p>	<p>by day 15 of every month and corrections completed by the day 30 of every month.</p>

Exhibit B
Personal Services Contract
DASPS-2431-15
State of Oregon

Price Agreement for Community Referral Services

DASPS-2431-15

This Price Agreement for Community Referral Services (“Price Agreement” or “PA”) is entered into between the State of Oregon (“State”) acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services, (“DAS PS”) and 211 INFO, an Oregon nonprofit corporation (“Contractor”).

This Price Agreement is effective on the date it has been signed by all parties and all required State of Oregon approvals have been obtained. This PA expires on June 28, 2018 unless otherwise terminated. By written amendment, the parties may extend the term of this Contract up to seven years (7) additional years. The maximum duration of the Contract, including all extensions must not extend past June 28, 2022.

As further described in Exhibit A, Contractor provides a menu of service options that can be utilized individually or combined in order to meet the Purchaser requirements. All the options are grouped under Contact Center, Resource Database, Data Analytics and Outreach/Education; Purchaser’s may choose specific services from one or more of the groupings.

1. Work Order Contracts (WOC).

1.1. WOCs under this Price Agreement.

- 1.1.1. Authorized Purchasers may purchase services and related services specified in Exhibit A by issuing a WOC in the form of Exhibit D. The only parties to a WOC are the named Authorized Purchaser and Contractor.
- 1.1.2. As used in this PA, an “Authorized Purchaser” or “Purchaser” means an Authorized Purchaser of the State of Oregon, or a member of the Oregon Cooperative Procurement Program (“ORCPP”) which issue WOCs.
- 1.1.3. WOCs establish separate contracts between the Authorized Purchaser and Contractor and include all the terms and conditions of this PA.

1.2. Ordering process.

- 1.2.1. For an overview of the available services, AP may schedule a presentation with the Contractor. This presentation is a good way to learn about what services are available. If a Work Order Contract (WOC) is being amended or the AP has already worked with the Contractor, skip to step 1.2.2.
- 1.2.2. AP contacts Dan Herman at Dan.Herman@211info.org or 503.416.2712 and works with the Contactor to draft a scope of work (SOW) for each WOC.
- 1.2.3. AP must issue a WOC to Contractor substantially in the form of Exhibit D, describing the following:

- 1.2.3.1. An SOW describing the services including tasks and deliverables, reports, acceptance criteria and acceptance process, and schedule.
- 1.2.3.2. Payment terms including method of payment.
- 1.2.3.3. Schedules dates, including deliverable dates and end date.
- 1.2.3.4. Authorized Purchaser, Contract Administrator and other Authorized Purchaser Key Persons and each's contact information including email address.
- 1.2.3.5. Contractor's Representative and other Key Person(s) and each's contact information including email address.
- 1.2.3.6. Other Authorized Purchaser information needed to execute the WOC.

1.3. Project Costs

To determine WOC cost(s), Authorized Purchaser should review the rate chart provided in Exhibit B- Compensation.

- 1.4. Each WOC incorporates and is subject to the terms of this Price Agreement. Each WOC is independent of other WOCs. A WOC may not change or alter the terms or rates of this Price Agreement.
- 1.5. Contractor must reject a proposed WOC from any entity that is not an AP under this Price Agreement. Contractor may verify that an AP is an ORCPP member at the following address: <http://www.oregon.gov/DAS/EGS/ps/ORCPP/orcppMemberList.pdf>.
- 1.6. The terms of this PA control over inconsistent terms of a WOC.
- 1.7. DAS is not obligated or liable under a WOC unless DAS is the Authorized Purchaser.

2. Pricing

- 2.1. Prices. Contractor must offer Services to APs at prices that do not exceed the prices listed in Exhibit B. Contractor and Authorized Purchaser may agree to lower prices for Services.
- 2.2. PRICE DECREASE. Contractor must provide the immediate benefit of any price decrease. Contractor must promptly notify DAS PS of the amount and effective date of each decrease. Price decrease will apply to orders placed on the effective date of the decrease. Invoices must reflect prices in effect on the date a proposed WOC document is delivered to Contractor.
- 2.3. PRICE INCREASES. Contractor may seek price increases once every twelve (12) months from the effective date of this Price Agreement. To seek price adjustments, Contractor must submit a written request to the DAS PS single point of contact identified in Section 22 of the Price Agreement. The request must include all proposed new pricing, cost/price increase supporting documentation, and must be submitted no later than six (6) weeks prior to the date the Contractor desires to have the pricing become effective.
- 2.4. DAS PS has sole discretion to determine whether to approve a proposed price change increase or to require additional documentation, or to require independent verification of

pricing or documentation. Proposed pricing not supported by the documentation and allowable under the terms of the Agreement, or for any other reason, may be rejected.

3. Volume Sales Report (VSR)

3.1 Contractor shall submit a Volume Sales Report (“VSR”) to DAS PS no later than thirty (30) calendar days after the end of each calendar quarter. For the purposes of this Agreement, calendar quarters end March 31, June 30, September 30, and December 31.

The VSR must contain:

- a) Complete and accurate details of all receipts (for both sales and refunds) for the reported period;
- b) The information identified in document titled Volume Sales Report Template - Data Requirement, Format and Layout (Exhibit E) and
- c) Such other information as DAS PS may reasonably request in writing. Contractor shall send a VSR to DAS PS each quarter, whether or not there are sales or credits. When no sales or credits have been recorded for the quarter a report must be submitted stating “No Sales or credits for the Quarter.” This report indicating no sales or credits may be sent by e-mail without any attachment provided the subject title clearly identifies Contractor’s company name, the relevant Agreement Number, and the reporting period for the VSR.
- d) Contractor shall provide the VSR in MS Excel (.xls, .xlsx) format. The VSR must be submitted by e-mail unless the size of the file precludes transmission by email. VSR may be submitted by CD if the file precludes transmission by email. CDs must be delivered 1225 Ferry St SE, Salem, OR 97302. Delivered print outs of VSRs or faxed VSRs are not acceptable.
- e) Contractor shall submit the first VSR to the DAS PS Contract Administrator for review and approval. The approved first VSR and subsequent VSRs must be submitted to vcaf.reporting@state.or.us

4. Statement of Services

- 4.1. AP may propose a WOC to Contractor to perform one or more of the services (“Services”) described in Exhibit A. The DAS PS may amend Exhibit A to add additional services.

5. Compensation

- 5.1. AP will pay Contractor for undisputed services performed. Authorized Purchaser will not pay Contractor for services performed before the date a WOC becomes effective or after the termination of a WOC. If the compensation or hourly rate is increased by amendment of this Price Agreement, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- 5.2. If this Price Agreement is extended, the parties may review the rate. The party requesting a change must send written notice to the other party at last thirty (30) days prior to the end of the then current term. The notice should include the requested changes and reason for the changes. The renegotiated rates will be effective on all existing and future Services obtained from Contractor on the amendment signing date.
- 5.3. Authorized Purchasers will make payments in accordance with the requirements in Exhibit B and the payment schedule and any additional requirements in a WOC.
- 5.4. Authorized Purchaser will pay only for completed services that are accepted by the Authorized Purchaser.
- 5.5. Contractor must submit monthly invoices to Authorized Purchaser’s Contract Administrator for services performed. The invoices must describe all services performed with particularity, by whom they were performed. Contractor must itemize and explain all expenses that this Contract permits. Contractor must send invoices to an Authorized Purchaser’s Contract Administrator. An Authorized Purchaser will pay undisputed invoices within 30 days of receipt of invoice.
- 5.6. If Contractor is a nonresident alien as defined in 26 USC § 7701(b)(1)(B), then Contractor must, upon execution of this Price Agreement, deliver to DAS PS a completed and signed W-8 form, 8233 form, or W-9 form, as applicable, from the Internal Revenue Service (“IRS”), as evidence that Authorized Purchaser is not required by 26 USC 1441 to withhold part of Contractor’s payment. Such forms are currently available at <http://www.irs.gov>. Authorized Purchaser may withhold payments to Contractor pending DAS PS’ receipt from Contractor of the applicable, completed and signed form. If DAS PS does not receive the applicable, completed and signed form from Contractor, or if the IRS provides notice to DAS PS or to Authorized Purchaser that Contractor’s information on the form provided is incorrect, Authorized Purchaser will withhold as federal income tax 30% of all amounts Authorized Purchaser owes to Contractor under the WOC.
- 5.7. Funds Available and Authorized; Payments. Authorized Purchaser’s payment of amounts in a WOC is contingent on Authorized Purchaser receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to make payments in the WOC.

5.8. All payments to Contractor are subject to ORS 293.462.

6. Price Agreement Documents.

6.1. This Price Agreement consists of the following documents, which are listed in descending order of precedence:

- a) this Price Agreement less all exhibits
- b) Exhibit A (Scope of Work)
- c) Exhibit B (Compensation)
- d) Exhibit C (Required Insurance)
- e) Exhibit D (WOC form)

These exhibits are attached hereto and incorporated by this reference. If there is a conflict between the terms of this PA and the terms of a WOC hereunder, the terms of this Price Agreement will control.

7. Intellectual Property; Open Source

a. Definitions. The following terms have the meanings set forth below:

- i. “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 Authorized Purchaser pursuant to the Work.
- ii. “Original Work” means all Work Product created by Contractor pursuant to the Work, which includes all derivative works and compilations.
- iii. “Price Agreement or Intellectual Property” means any intellectual property owned by Contractor and developed independently from the Work.
- iv. “Open Source Elements” means any Work Product subject to any open source initiative certified license, including Work Product based upon any open source initiative certified licensed work.
- v. “Third Party Intellectual Property” means any intellectual property owned by parties other than Authorized Purchaser or Contractor.

b. Original Works. Original Work must be the exclusive property of Authorized Purchaser. Authorized Purchaser and Contractor agree that the Original Work is “work made for hire” of which Authorized Purchaser is the author within the meaning of the United States Copyright Act. If for any reason the Original Work is not “work made for hire”, Contractor irrevocably assigns to Authorized Purchaser any and all of its rights, title, and interest in the Original Work. Upon Authorized Purchaser’s reasonable request, Contractor must execute such further documents and instruments necessary to fully vest such rights in Authorized Purchaser.

c. Contractor Intellectual Property. Contractor grants to Authorized Purchaser 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 contained in or necessary for the use of the Work Product, and to authorize others to do the same on Authorized Purchaser’s behalf.

d. Third Party Works. Contractor must secure on DAS PS’s behalf and in the name of Authorized Purchaser, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Third Party Intellectual Property

contained in or necessary for the use of the Work Product, and to authorize others to do the same on Authorized Purchaser's behalf.

e. Open Source Approval and Notice. Any Open Source Elements in the Work Product must be approved in advance and in writing by Authorized Purchaser. If Authorized Purchaser approves the use of Open Source Elements, Contractor must:

- (i) Notify Authorized Purchaser in writing that the Work Product contains Open Source Elements;
- (ii) Identify the specific portion of the Work Product that contain Open Source Elements; and
- (iii) Provide a copy of the applicable license for each Open Source Element to Authorized Purchaser.

7.1 Representations and Warranties. Contractor represents and warrants that:

- a. Contractor has the authority to enter into and perform in accordance with this Price Agreement and that this Price Agreement and any WOCs issued hereunder, when executed and delivered, is a valid and binding obligation of Contractor that is enforceable in accordance with its terms;
- b. 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 and perform Services in a timely, professional and workmanlike manner in accordance with the standards applicable to Contractor's industry, trade or profession;
- c. Contractor is and must be, at all times during the term of this Price Agreement, qualified, professionally competent, and duly licensed to perform Services;
- d. Contractor will maintain, operate and enforce, prior to receipt of, and during the period in which Contractor has possession of or access to, any Personal Information, as that term is used in ORS 646A.602(11), including Social Security numbers, an active and effective information security program to preserve the security and confidentiality of all Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control ; and
- e. When used as authorized by this Price Agreement, no Work Product infringes nor will Authorized Purchaser's use, duplication or transfer of the Work Product infringe any copyright, patent, trade secret or other proprietary right of any third party.

7.2 The warranties specified in this section are in addition to, and not in lieu of, any other warranties provided. All warranties are cumulative and will be interpreted broadly to give DAS and Authorized Purchaser the greatest warranty protection available.

8. Compliance with Applicable Laws and Standards.

- a. Contractor must comply with all federal, state and local laws, regulations, and ordinances applicable to this Price Agreement or to Contractor's obligations under this Price Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.
- b. Contractor must comply with all Authorized Purchaser's security and access policies and procedures, including without limitation (i) obtaining nondisclosure agreements from Contractor's employees and agents who are performing Services and providing copies of such agreements to Authorized Purchaser and (ii) performing criminal background checks on each of Contractor's

employees and agents who are performing Services, and providing a copy of the results to Authorized Purchaser.

c. DAS PS and Authorized Purchaser's performance under this Price Agreement and any WOC issued hereunder is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Price Agreement or WOC), 279B.230 and 279B.235 (if applicable to this Price Agreement or a WOC), which are incorporated by reference herein. Contractor must, to the maximum extent economically feasible in the performance of this Price Agreement and any WOC, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

9. Amendments.

9.1. **Amendment Method.** Only DAS PS and Contractor may amend the provisions of this PA. Authorized Purchaser and PA may amend the provisions of a WOC. However, no amendment to this Price Agreement or WOC is effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained.

10. Time is of the Essence. Contractor agrees that time is of the essence in the performance of its obligations under this Price Agreement and any WOC.

11. Force Majeure. Neither DAS PS, Authorized Purchaser nor Contractor are responsible for any failure to perform or for any delay in the performance of any obligation under this Price Agreement or WOC caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor must, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and must, upon the cessation of the cause, continue its performance. DAS PS may terminate this Price Agreement upon written notice to Contractor after DAS PS reasonably determines that the delay or breach will likely prevent successful performance of this Contract. Authorized Purchaser may terminate a WOC upon written notice to Contractor after Authorized Purchaser reasonably determines that the delay or breach will likely prevent successful performance of the WOC.

12. Insurance.

Contractor must obtain the insurance set forth on Exhibit C prior to performing under this Price Agreement and must maintain insurance, as required by DAS PS, throughout the duration of this Price Agreement and all warranty periods.

13. Independent Contractor Status; Responsibility for Taxes and Withholding.

a. Contractor must not use subcontractors to perform the Services unless specifically authorized to do so by DAS PS and Authorized Purchaser. Contractor represents that any employees assigned to perform the Services, and any authorized subcontractors performing the Services must perform the Services in accordance with the Price Agreement.

b. Contractor must perform all Services as an independent contractor. Although Authorized Purchaser and DAS PS have the right (i) to determine and modify the delivery schedule for Services to be performed and (ii) to evaluate the quality of the completed performance, DAS PS and Authorized Purchaser cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required under this Contract. Contractor certifies, represents and warrants that Contractor is an independent contractor of DAS PS and Authorized Purchaser under all applicable State and federal law. Contractor is not an "officer", "employee", or "agent" as those terms are used in ORS 30.265 of the State, DAS PS or Authorized Purchaser.

c. If Contractor is currently performing work for State or the federal government or any other entity, Price Agreement or by signature to this Price Agreement represents and warrants: Contractor's performance of this Price Agreement and any WOC issued hereunder creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing entity (if state or federal Authorized Purchaser) would prohibit Contractor's performance of this Price Agreement or any WOC.

d. Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Price Agreement and any WOC, and Authorized Purchaser will not withhold from compensation or payments to Contractor any amount(s) to cover Contractor's federal or state tax obligations unless Contractor is subject to backup withholding. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Price Agreement or any WOC.

14. Indemnification; limitation of liability.

a. GENERAL INDEMNITY. CONTRACTOR MUST DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY STATE, ITS AGENCIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ("CLAIMS") RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS PRICE AGREEMENT.

b. INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF SECTION 14, PRICE AGREEMENT OR MUST DEFEND, SAVE, HOLD HARMLESS AND INDEMNIFY STATE, ITS AGENCIES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING OUT OF OR RELATING TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEM DELIVERED UNDER THIS PRICE AGREEMENT BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR AUTHORIZED PURCHASER'S REASONABLE USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY ("INFRINGEMENT CLAIM"); PROVIDED, THAT STATE MUST PROVIDE PRICE AGREEMENT OR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

c. STATE MUST REASONABLY COOPERATE IN GOOD FAITH, AT CONTRACTOR'S REASONABLE EXPENSE, IN THE DEFENSE OF CLAIMS AND INFRINGEMENT CLAIMS, AND

PRICE AGREEMENTOR MUST SELECT COUNSEL REASONABLY ACCEPTABLE TO THE OREGON ATTORNEY GENERAL TO DEFEND SUCH CLAIMS AND INFRINGEMENT CLAIMS AND MUST BEAR ALL COSTS OF SUCH COUNSEL. COUNSEL MUST ACCEPT APPOINTMENT AS A SPECIAL ASSISTANT ATTORNEY GENERAL UNDER ORS CHAPTER 180 BEFORE COUNSEL MAY ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, STATE, ITS AGENCIES, OFFICERS, EMPLOYEES OR AGENTS. STATE MAY ELECT TO ASSUME ITS OWN DEFENSE WITH AN ATTORNEY OF ITS OWN CHOICE AND AT ITS OWN EXPENSE AT ANY TIME STATE DETERMINES IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE. SUBJECT TO THE LIMITATIONS NOTED ABOVE, PRICE AGREEMENTOR MAY DEFEND SUCH CLAIMS AND INFRINGEMENT CLAIMS WITH COUNSEL OF ITS OWN CHOOSING PROVIDED THAT NO SETTLEMENT OR COMPROMISE OF ANY SUCH CLAIMS AND INFRINGEMENT CLAIMS MUST OCCUR WITHOUT THE CONSENT OF STATE, WHICH CONSENT MUST NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED.

d. EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (j) SECTION 14. OR (ii) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY OR VIOLATION OF THE OBLIGATIONS OF CONFIDENTIALITY SET FORTH IN SECTION 20, ARISING FROM THE NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONAL ACTS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS, CONTRACTOR'S LIABILITY FOR DAMAGES TO THE STATE FOR ANY CAUSE WHATSOEVER IS LIMITED TO THE NOT-TO-EXCEED COMPENSATION AMOUNT UNDER THE APPLICABLE WORK ORDER PRICE AGREEMENT.

15. Assignment of Antitrust Rights.

a. CONTRACTOR IRREVOCABLY ASSIGNS TO STATE ANY CLAIM FOR RELIEF OR CAUSE OF ACTION WHICH CONTRACTOR NOW HAS OR WHICH MAY ACCRUE TO CONTRACTOR IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15 OR ORS 646.725 OR ORS 646.730, IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED TO CONTRACTOR FOR THE PURPOSE OF CARRYING OUT CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT, INCLUDING, AT STATE'S OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON SUCH CLAIM FOR RELIEF OR CAUSE OF ACTION.

b. CONTRACTOR MUST REQUIRE ANY SUBCONTRACTORS HIRED TO PERFORM ANY OF CONTRACTOR'S DUTIES UNDER THIS PRICE AGREEMENT TO IRREVOCABLY ASSIGN TO STATE, AS THIRD PARTY BENEFICIARY, ANY RIGHT, TITLE OR INTEREST THAT HAS ACCRUED OR WHICH MAY ACCRUE IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15 OR ORS 646.725 OR ORS 646.730, IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED TO THE SUBCONTRACTOR FOR THE PURPOSE OF CARRYING OUT THE SUBCONTRACTOR'S OBLIGATIONS TO CONTRACTOR IN PURSUANCE OF THIS PRICE AGREEMENT, INCLUDING, AT STATE'S OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON SUCH CLAIM FOR RELIEF OR CAUSE OF ACTION.

16. Events of Breach

a. Breach by Contractor. Contractor breaches this Price Agreement if:

- (i) 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;
- (ii) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Price Agreement and Contractor has not obtained the license or certificate within thirty (30) calendar days after DAS PS delivers notice of breach to Contractor or a longer period as DAS PS may specify in the notice; or
- (iii) Contractor commits any material breach of any covenant, warranty, obligation or certification under this Price Agreement, fails to perform its obligations under this Price Agreement or any WOC within the time specified or any extension of that time, and Contractor fails to cure the breach within thirty (30) calendar days after DAS PS or Authorized Purchaser, as applicable, delivers notice of breach to Contractor or a longer period as DAS PS or Authorized Purchaser may specify in the notice.

b. Breach by Authorized Purchaser. Authorized Purchaser breaches this Price Agreement or a WOC if:

- (i) Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of this Price Agreement or the WOC, and Authorized Purchaser fails to cure its failure to pay within thirty (30) calendar days after Contractor delivers notice of breach to Authorized Purchaser and DAS PS or a longer period as Contractor may specify in the notice; or
- (ii) DAS PS or Authorized Purchaser commit any material breach of any covenant, warranty, or obligation under this Price Agreement or a WOC, fails to perform its obligations hereunder within the time specified or any extension thereof, and Authorized Purchaser fails to cure the breach within thirty (30) calendar days after Contractor delivers notice of breach to DAS PS and Authorized Purchaser or a longer period as Contractor may specify in the notice.

17. Remedies.

a. State's Remedies. If Contractor is in breach under section 16, then State may, at DAS PS or Authorized Purchaser's option, pursue any or all of the remedies available under this Price Agreement and at law or in equity, including, but not limited to:

- (i) Termination of this Price Agreement or a WOC under section 19;
- (ii) Withholding payment of all amounts in Contractor's invoices for Services that Contractor is obligated to but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- (iii) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; or
- (iv) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor in an amount equal to State's setoff right, without penalty.

These remedies are cumulative to the extent the remedies are not inconsistent, and State may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in breach under section 16, the rights and obligations of the parties must be the same as if this Price Agreement was terminated pursuant to section 19 or a WOC was terminated pursuant to section 19.

b. Contractor's Remedies. If DAS PS terminates this Price Agreement under section 19 or if Authorized Purchaser is in breach under section 16 and whether or not Contractor elects to exercise its right to terminate this Price Agreement or a WOC under section 17, Contractor's sole remedy is one of the following, as applicable:

(i) For Services compensable on an hourly basis, a claim against Authorized Purchaser for unpaid invoices, hours worked but not yet invoiced, and authorized expenses for Services completed and accepted by Authorized Purchaser less any claims State has against Contractor.

(ii) For deliverable-based Services, a claim against Authorized Purchaser for the sum designated for completing the deliverable multiplied by the percentage of Services completed and accepted by Authorized Purchaser, less previous amounts paid and any claims State has against Contractor.

(iii) If previous amounts paid to Contractor for Services exceed the amount due to Contractor under this section, Contractor must pay the excess amount to Authorized Purchaser immediately upon written demand.

c. NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS), REGARDLESS OF THE FORESEEABILITY THEREOF, EACH PARTY HEREBY RELEASES THE OTHER PARTY, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS FROM ANY SUCH CLAIM.

This section must apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in Price Agreement, statute, tort (including but not limited to negligence) or otherwise.

18. Attorney's Fees.

Except for defense costs and expenses pursuant to section 18, neither DAS PS, Authorized Purchaser nor Contractor is entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Price Agreement.

19. Termination.

a. DAS PS:

(i) May, at its sole discretion, terminate this Contract without cause upon thirty (30) days written notice by DAS PS to Contractor.

(ii) May, in its sole discretion, terminate this Price Agreement, immediately upon notice to Contractor, or at a later date as DAS PS may establish in the notice, upon the occurrence of any of the following events:

A. Authorized Purchaser fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for Services;

B. Federal or state laws, regulations, or guidelines are modified or interpreted in a way that either the purchase of Services by Authorized Purchaser under this Price Agreement is prohibited, or Authorized Purchaser is prohibited from paying for Services from the planned funding source; or

(iii) May terminate this Price Agreement upon written notice to Contractor, or at a later date as DAS PS may establish in the notice, if Contractor is in breach under section 14.

Contractor must stop performance under this Price Agreement as directed by DAS PS in any written notice of termination delivered to Contractor under this section 17.

b. Authorized Purchaser:

(i) Authorized Purchaser may, at its sole discretion, terminate a WOC without cause upon thirty (30) days written notice by Authorized Purchaser to Contractor.

(ii) Authorized Purchaser may, in its sole discretion, terminate a WOC, immediately upon notice to Contractor, or at a later date as Authorized Purchaser may establish in the notice, upon the occurrence of any of the following events:

A. Authorized Purchaser fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for Services;

B. Federal or state laws, regulations, or guidelines are modified or interpreted in a way that either the purchase of Services by Authorized Purchaser under the WOC is prohibited, or Authorized Purchaser is prohibited from paying for Services from the planned funding source; or

(iii) Authorized Purchaser may terminate a WOC upon written notice to Contractor, or at a later date as Authorized Purchaser may establish in the notice, if Contractor is in breach under section 14.

Contractor must stop performance under the WOC as directed by Authorized Purchaser in any written notice of termination delivered to Contractor under this section 19.

c. Contractor: Contractor may terminate this Price Agreement upon written notice to DAS PS, or at a later date as Contractor may establish in the notice, if DAS PS is in breach pursuant to section 16. Contractor may terminate a WOC upon written notice to DAS PS and Authorized Purchaser, or at a later date as Contractor may establish in the notice, if Authorized Purchaser is in breach pursuant to section 14.

d. Upon expiration or termination of the Contract, Contractor must continue to provide the Services pursuant to the WOC, if the WOC provides for a term that extends beyond the Price Agreement; provided, however, that Authorized Purchaser may not further extend or enter into new agreements for Services after the expiration or termination of the Price Agreement.

e. Return of Property: In the event of termination of this Price Agreement or the applicable WOC for whatever reason, Contractor must deliver to Authorized Purchaser all Authorized Purchaser's property, documents, information, works-in-process, Work Products, and other property that are or would be delivered to Authorized Purchaser had the WOC been completed. Upon Authorized Purchaser's request, Contractor must surrender to anyone Authorized Purchaser designates, all documents, information, research, works-in-process, Work Product and other property, that are deliverables or would be deliverable had the WOC been completed, that are in Contractor's possession or control.

f. Payment: In the event this Price Agreement is terminated by DAS PS for any reason or in the event Authorized Purchaser terminates a WOC for any reason, except for Contractor breach, Authorized

Purchaser will compensate Contractor for all accepted Services and works-in-process delivered to Authorized Purchaser per section 5.

20. Confidential Information.

a. Each party acknowledges that it and its employees or agents may, in the course of performing its responsibilities under this Price Agreement, be exposed to or acquire information that is confidential to the other party or the other party's clients. Any and all information of any form obtained by one party or its employees or agents in the performance of this Price Agreement is confidential information of the other party ("Confidential Information"). The parties must treat any reports or other documents or items (including software) which result from the use of the Confidential Information by the recipient of such information with respect to confidentiality in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by the party acquiring such information) publicly known or is contained in a publicly available document; (ii) is furnished by the party disclosing such information to others without restrictions similar to those imposed by this Price Agreement; (iii) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Price Agreement; (iv) is obtained from a source other than the discloser without the obligation of confidentiality, (v) is disclosed with the written consent of the disclosing party, or; (vi) is independently developed by employees or agents of the receiving party who can be shown to have had no access to the Confidential Information.

b. The recipient of Confidential Information must hold Confidential 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 not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than as contemplated by this Price Agreement or reasonably related thereto, and to advise each of its employees and contractors of their obligations to keep Confidential Information confidential.

c. Each party must use commercially reasonable efforts to assist the other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party must advise the other promptly in the event it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will at its expense reasonably cooperate with the other in seeking injunctive or other equitable relief in the name of the other against any such person.

d. Each party agrees that, except as provided in this Price Agreement or directed by the other, it will not at any time during or after the term of this Price Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Price Agreement each party will turn over to the other all documents, papers and other matter in its possession which embody Confidential Information.

e. Contractor agrees to comply with all reasonable requests by Authorized Purchaser to ensure the confidentiality and nondisclosure of Authorized Purchaser's Confidential Information,

including without limitation (i) obtaining nondisclosure agreements from Contractor's employees and agents who are performing Services and providing copies of such agreements to Authorized Purchaser, (ii) performing criminal background checks on each of Contractor's employees and agents who are performing Services, and providing a copy of the results to Authorized Purchaser, and (iii) complying with Authorized Purchaser's access and security policies and procedures.

f. In the performance of the Price Agreement, Contractor may have possession or access to documents, records or items that contain "Personal Information" as that term is used in ORS 646A.602(11), including Social Security numbers. Personal Information is a type of Confidential Information that is highly sensitive and subject to additional protection. Therefore, prior to the receipt of, and during the period in which Contractor has possession of or access to, any Personal Information, Contractor must have in place, a formal written information security program that provides safeguards to protect Personal Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628.

In addition to and without limiting the generality of the above provisions, Contractor must not breach or permit breach of the security of any Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control under this Price Agreement. Contractor must not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such Personal Information. Contractor must not use, distribute or dispose of any Personal Information other than expressly permitted by DAS PS or Authorized Purchaser, required by applicable law, or required by an order of a tribunal having competent jurisdiction.

Contractor must report to DAS PS and Authorized Purchaser, as promptly as possible, any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains Personal Information to which the Contractor receives access, possession, custody or control in the performance of this Price Agreement.

g. Conflict Between Price Agreement and State and Federal Law. In the event of a conflict between the terms of this Price Agreement and applicable federal and State laws, the federal or State law prevails; however, in the event any conflict is based solely upon minimum standards, such as quality or safety, the higher or more stringent standard applies. Contractor is responsible for making any modifications required to achieve compliance with applicable laws and required standards. Contractor must notify DAS PS and Authorized Purchasers of any such required modifications upon receipt of knowledge or notification of such.

h. AP may be an entity subject to the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), and its implementing regulations, including the Privacy and Security Rules found at 45 CFR Parts 160 and 164 (collectively, HIPAA). AP may be subject to HIPAA as a covered entity, hybrid entity, or as a business associate of a covered entity. If Authorized Purchaser determines that Contractor is its business associate (as that term is defined at 45 CFR § 160.104) for the Services

purchased under this Price Agreement, Contractor must execute a Business Associate Agreement between Contractor and AP if a Business Associate Agreement is not in place between Authorized Purchaser and Contractor. Contractor must determine its status under HIPAA and if Contractor will have access to or create any protected health information in the performance of any Services or other obligations under this Price Agreement. Contractor must comply with HIPAA to the extent that services or obligations arising under this Price Agreement are covered by HIPAA, including as specified in a Business Associate Agreement with an AP.

i. DAS PS' and Authorized Purchaser's obligations under this Section 16 are subject to the Oregon Public Records Laws, ORS 192.410 through ORS 192.505.

j. Each party acknowledges that breach of this Section 16, including disclosure of any Confidential Information will give rise to irreparable injury which is inadequately compensable in damages. Accordingly, each party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the other and are reasonable in scope and content.

21. Access to Records.

Contractor must retain, maintain, and keep accessible all records relevant to this Price Agreement ("Records") for minimum of six (6) years, or a longer period as may be required by applicable law, following Price Agreement termination or full performance, the period required by applicable law following Price Agreement termination or full performance, or until the conclusion of any audit, controversy or litigation arising out of or related to this Price Agreement, whichever ending is later. Contractor must maintain all financial Records in accordance with Generally Accepted Accounting Principles. During this Record-retention period, Contractor must permit State and its duly authorized representative's access to the Records at reasonable times and places for purposes of examination and copying.

22. Notices.

All notices required under this Contract will be in writing and addressed to the party's Authorized Representative. Mailed notices are deemed received five (5) days after the post mark date when properly addressed and deposited prepaid into the U.S. postal service. Faxed notices shall not be accepted. Notices delivered by personal delivery are deemed received when delivered to the address specified for the receiving party's authorized representative. Contractor must send to Authorized Purchaser's Authorized Representative or other contact person as identified in the WOC copies of all notices that Contractor sends to DAS PS.

Contractor

Name: 211 INFO, an Oregon nonprofit corporation

Attn: Dan Herman

Title: Chief Executive Officer

Address: 7535 NE Ambassador Place, Suite B
Portland, OR 97220

Contact Telephone Number: 503.416.2712
E-Mail Address: dan.herman@211 Info.org

DAS PS

Name: Kaliska King
Title: Contracts Specialist, CPPB, OPBC
Address: 1225 Ferry ST SE
Salem, Oregon 97301

Contact Telephone Number: 503. 378.5332
E-Mail Address: Kaliska.King@Oregon.gov

Authorized Purchaser must identify its Authorized Representative in the WOC and set forth its contact information in the WOC.

23. Section 23 Governing Law.

The Price Agreement is governed by and construed in accordance with the laws of State of Oregon, without regard to principles of conflicts of laws.

24. Dispute Resolution; Venue; Consent to Jurisdiction.

a. In the event that the parties have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with the Price Agreement or any WOC or any of the terms or conditions thereof, or any transaction hereunder including but not limited to either party's failure or alleged failure to comply with any of the provisions of the Price Agreement or WOC (hereinafter collectively the "Dispute"), other than one related to the release of Confidential Information, the parties must first conduct the following procedure in an attempt to resolve the Dispute:

- The parties must make every effort to settle any Dispute through their respective managers, within five (5) calendar days of one party notifying the other party of a Dispute.
- If the Dispute is not resolved between the managers, then either party may initiate formal dispute resolution discussions by advising the other party in writing. The contact point for these discussions must be the parties' Authorized Representatives. The parties must attempt to resolve the Dispute within 5 calendar days of the notice from a party that they are initiating this second level of Dispute resolution discussions. If the parties mutually agree in writing that there has been substantial progress toward resolution of the Dispute, this second level may be extended for an additional five (5) business day period which must commence at the conclusion of the first five (5) day period.
- If the parties cannot come to resolution, DAS PS will assist the Authorized Purchaser and Contactor to seek to resolve the dispute, but if they are unable to do so, the dispute may be escalated to DAS PS for resolution.
- If the parties are unable to resolve the Dispute, the parties may file suit as set forth below.

Nothing in this Section 24.a: (a) must in any way limit a party's rights to seek injunctive relief of any kind, at any time, with respect to any matter; (b) in any way limit DAS PS or Contractor's right to suspend or terminate the Price Agreement or Authorized Purchaser's or Contractor's right to terminate a WOC or pursue other remedies available under the Price Agreement, by law or otherwise; (c) remove the requirement to provide notices or filings to meet deadlines otherwise required by law; or (d) constitute a waiver of the sovereign immunity of the State of Oregon.

b. Venue; Consent to Jurisdiction. Any Dispute between a DAS PS or Authorized Purchaser and Contractor that arises from or relates to the Price Agreement or any WOC will be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Dispute must be brought in a federal forum, then unless otherwise prohibited by law it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM. Nothing herein must be construed as a waiver of the State of Oregon's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

25. Subcontracts; Assignment; Successors.

a. SUBCONTRACTS. Contractor must not enter into any subcontracts for any of services or work required under this Price Agreement without DAS PS's or Authorized Purchaser's prior written consent, as applicable. In addition to any other provisions either DAS PS or Authorized Purchaser may require, Contractor must include in any permitted subcontract provisions to ensure that DAS PS and Authorized Purchaser will receive the benefit of subcontractor's performance as if the subcontractor were Contractor with respect to Exhibit A (Scope of Work), Exhibit B (Compensation), Exhibit C (Insurance), and sections 4, 5, 8, 10, 12, 13, 18, 19, 21, and 23 of this Price Agreement and the provisions of any WOC. DAS PS' or Authorized Purchaser's consent to any subcontract must not relieve Contractor of any of its duties or obligations under this Price Agreement or any WOC.

b. Contractor must not assign, delegate or transfer any of its rights or obligations under this Price Agreement without DAS PS' prior written consent or under a WOC without Authorized Purchaser's prior written consent. DAS PS' or Authorized Purchaser's written consent does not relieve Contractor of any obligations under this Price Agreement or WOC, and any assignee, transferee, or delegate is considered Contractor's agent.

c. The provisions of this Price Agreement and WOC are binding upon, and inure to the benefit the parties and their respective successors and permitted assigns, if any.

26. Third Party Beneficiaries.

State and Contractor are the only parties to this Price Agreement and are the only parties entitled to enforce the terms of this Price Agreement. Nothing in this Price Agreement gives, is intended to give, or must be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms

of this Price Agreement. The Governor's Office and the Department of Administrative Services, Director's Office are intended beneficiaries of this Price Agreement.

27. Severability. If any provision of this Price Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions must not be affected, and the rights and obligations of the parties must be construed and enforced as if this Price Agreement did not contain the particular provision held to be invalid.

28. Counterparts.

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

29. Integration and Merger.

This Price Agreement constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Price Agreement.

30. Waiver.

No waiver of or consent to terms of this Price Agreement binds either party unless in writing and signed by DAS PS and Contractor, and all necessary approvals have been obtained. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Price Agreement is not a waiver by such party of that or any other provision.

31. Survival.

In addition to all provisions which by their nature extend beyond Price Agreement termination or full performance, the following provisions remain in effect beyond any Price Agreement termination or full performance: sections 2, 4, 5, 10, 12, 13, 15, 18, 19, 21, 22, 24, and 29.

32. Exhibits. The following exhibits are attached to this PA and are incorporated herein.

- Exhibit A -- Scope of Work
- Exhibit B -- Compensation)
- Exhibit C -- Insurance
- Exhibit D

33. This Price Agreement must be signed in ink by an authorized representative of Contractor.

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Price Agreement and to execute this Price Agreement and any WOC on behalf of Contractor;
- B. The undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this

certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

C. 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.

D. Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at

<http://www.treas.gov/ofices/enforcement/ofac/sdn/tl1sdn.pdf>

E. Contractor is bound by and will comply with all requirements, terms contained in this Price Agreement and any PO issued hereunder; and

F. Contractor is / is not a nonresident alien as defined in 26 USC § 7701(b)(1) (check one).

Contractor: 211 INFO, an Oregon nonprofit corporation

By: 

Authorized Representative

Printed name: DAVID HERMAN

Title: CEO

Date: 6/24/15

Department of Administrative Services, Office of the Chief Operations Officer

By: 

Authorized Representative

Title: DEPUTY COO

Date: 6/26/15

State of Oregon acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services

By: 

Authorized Representative

Title: Procurement Manager

Date: 6/30/15

Reviewed by the Department of Justice by email dated 6-22-2015.
107011-GF0204-15

Price Agreement for Community Services - DASPS-2431-15

Exhibit A to Price Agreement

Scope of Work

Background

Agencies and local governments started contracting with 211 Info, an Oregon nonprofit corporation (“Contractor”) in 2006.

1. Purpose of Services:

The purpose of Contractor’s services under this Price Agreement is to provide Community Information and Referral Services that link individuals and families to vital community services throughout Oregon.

2. General Description of Services

Contractor is an independent nonprofit corporation that manages program information and referral services for public entities. State agencies gain access to a set of tools and services including a single point of contact, reduced time spent with any members of the public (“Consumers”) who need a different Authorized Purchaser, greater visibility of programs (both in terms of high-level overviews or in-depth details), comprehensive referrals and the efficiencies of a high-volume contact center. “Referrals” are defined as contact information or phone transfers to organizations whose services may assist Consumers with contact information delivered over the phone, by text, by email or through an online database.

Contractor provides a menu of service offerings that could be utilized individually or combined in order to meet Agencies’ requirements. The Contractor service model allows Agencies to accomplish specific tasks, such as Consumer education or feedback, without having to establish their own contact centers, databases, data analytics or marketing/outreach divisions. Contractor services enable Consumers’ easy access to programs and services available from state government agencies. Contractor provides a single, easy-to-remember access point for Consumers to access and navigate services and information.

Definitions

- **Alliance of Information and Referral Systems (AIRS):** The national industry organization that accredits information and referral agencies like Contractor, provides training and best practices collaborations, and tests and certifies Contractor’s specialists in resource knowledge and information and referral skills.
- **Information and referral:** Answering “who, what, how” questions about State services and referring Consumers to the right State Authorized Purchaser or nonprofit service to meet their needs.

- **Enhanced information and referral:** Providing Consumers with Authorized Purchaser-approved program information. Helping Consumers identify the services they need and navigate the agencies providing services. Answering scripted FAQs, helping Consumers identify and prioritize needs.
- **Follow-up contacts:** Contractor staff, with prior permission from the Consumer, contacts a Consumer for the purpose of quality assurance, ongoing referrals, outcomes reporting, and further education. Details of follow-up calls may be requested by the Authorized Purchaser.
- **Consumer education:** Marketing an underutilized service or newly launched program to prospective Consumers. Reaching out to specific audiences such as culturally specific populations meeting Authorized Purchaser criteria. Share information and educate Consumers and providers via social media, incoming Consumer contacts and in-person communications with coalitions and partner agencies.
- **Health Services:** Information and referral regarding Consumer access to health insurance, community clinics, public health agencies, maternal and child health programs, mental health resources, and ancillary health supports.
- **Human Services:** Programs supporting Consumers in a range of programs that improve the quality of life in a community, often including the social determinants of health, for example housing, education, food, transportation, heat and employment resources.
- **Modified case management:** Providing ongoing contacts with Consumers, assigning coordinated entry programs, managing waitlists, conducting callbacks, and working closely with service providers to address emerging needs.
- **Second question:** Contractor staff member’s inquiry during a Consumer contact to identify a resource need that was not the Consumer’s presenting need, for example a Consumer who inquires about food resources discloses, during the “second question,” a need for a foreclosure prevention program.
- **Statewide resource database:** Creating and maintaining a statewide resource database to ensure that program information is timely and accurate. Providing an authoritative, up-to-date site to find program information rather than having Consumers rely on online searches and possibly outdated websites.
- **Data analytics:** Providing customized data on Consumer needs and demographics, analyzing data to provide gap assessments of program reach and utilization; collecting Consumer anecdotes regarding barriers to accessing services.

3. Contractor must provide the following services:

Implementation of the Contractor services is through delivery of some or all of the Services in the following categories:

a. Contact Center

Single point of entry with easy-to-remember contact information. Answers “who, what, how” questions about government and nonprofit services, helps Consumers identify and prioritize needs, and refers Consumers to the right Authorized Purchaser. Gathers demographic data. Shares Authorized Purchaser-approved messaging.
Contact Center

b. Resource Database

Create and maintain a statewide database with authoritative program information, eligibility requirements, with timely updates to ensure accuracy.

c. Data Analytics

Customized data reporting and analysis based on Authorized Purchasers request. Analytics are used for tracking unmet needs analysis and capacity decision.

d. Outreach/Education

Statewide reach with ability to market new or underutilized programs, share information and educate Consumers and providers via social media, query Consumers and conduct in-person outreach.

Contractor Shall Provide These Service Components:

Contractor provides a menu of service options that could be utilized individually or combined in order to meet the AP requirements. They are grouped under Contact Center, Resource Database, Data Analytics and Outreach/Education; Authorized Purchasers may choose specific services from one or more of the groupings.

Each option below includes:

- Contact Center
- Statewide Database
- Data Analytics
- Outreach/Education

Option 1 – Basic Information and Referral

Need	Solution	Outcome
Direct consumers to agencies and services they need	Calls are answered at Contractor’s single point of contact and transferred to correct Authorized Purchaser	Consumers are directed to correct programs.

Option 2 – Enhanced Information and Referral

Need	Solution	Outcome
Consumers need to know if they are eligible for a Government program or service. They also may need to be directed to a website or documents for the programs or Service.	Contractor contact center staff assist Consumers about application process, answering FAQs.	Agencies and Consumers save time because Consumers are better prepared to receive services.

Option 3 – Consumer Education

Need	Solution	Outcome
Provides outreach for programs to educate consumers about a new or under-utilized program.	Contractor conducts outreach and marketing via incoming calls, meetings, presentations, social media platforms.	Increased visibility for the program, increased number of Consumers utilizing services that must help them.

Option 4 – Modified Case Management / Consumer Advocacy

Need	Solution	Outcome
Consumers may not follow through with programs or referrals.	With Consumers’ permission, Contractor maintains ongoing relationship, calling to ask if an appointment has been made or kept, conducting conference calls with program staff to address barriers, or checking in to see if more services are requested.	Consumers overcome barriers to seeking assistance; agencies spend less time tracking Consumers and more time delivering direct services.

Accessing Service Components

The degree of contact related to each of these service components is determined by the AP according to its needs and the complexity of the service provided by Contractor. Simple contact center messaging may not require extensive training, for example, but if the AP also wants Contractor to conduct follow-up calls and create a customized data report, a more detailed service plan would be useful.

- Contractor’s account manager meets with AP representatives to create a needs assessment/gap analysis
- Account manager and AP create a plan for service objectives
- Contractor populates resource database with state Authorized Purchaser information
- Create plan on content and timing of reports on data analytics
- Create plan on quality assurance program deliverables
- Train contact center staff on AP programs
- Inform Consumers and partners that Contractor is a contractor for an Authorized Purchaser
- Launch service after AP approval per the plan agreed upon in the WOC.

Tasks and Deliverables: Services available from Contractor

Contractor provides a menu of service options that could be utilized individually or combined in order to meet the AP requirements. They are grouped under Contact Center, Resource Database, Data Analytics and Outreach/Education; Agencies may choose specific services from one or more of the groupings.

e. Contact Center

- Single point of contact via one easy-to-remember, three-digit phone number (211). Switchboard service must direct and transfers Consumers to appropriate Authorized Purchaser. Refer Consumers to subject-matter experts at the correct Authorized Purchaser.
- Conduct information and referral by answering “who, what, when, how” questions related to Government and nonprofit services.
- Capacity to answer high-volume calls with Authorized Purchaser-approved messaging 24/7.
- Technology to provide information to Consumers via phone, text, email, online database and social media platform.
- Information and referral specialists must help Consumers identify and prioritize needs, provide detailed, accurate and culturally appropriate information, must assist with problem-solving by directing them to the appropriate Authorized Purchaser, and recognize Consumers who need immediate transfer to crisis services. Contractor Specialists must be certified as meeting industry standards set by the AIRS. They must use active listening techniques to assess Consumers’ needs and help Consumers prioritize by breaking down a complex, multifaceted problem into management pieces in order to focus on what is most important.
- Scripted, FAQ information providing details description of a service or topic (for example: how Employment-Related Day Care services are administered).
- When requested by the AP, information and scripted messaging must be changed/updated rapidly. This includes quick response to developing needs, as in disaster response.
- Confidential and independent source of information for Consumers. Contractor staff must provide clear messaging on their role, so Consumers don’t mistake them for state agents. Contractor staff must be trained to never promise services, state that a Consumer is eligible for a service, nor provide any other assurances.
- AP may redirect certain fundamental services to Contractor, ensuring Consumers receive the assistance they need in navigating government programs.
- At an AP request and with permission from Consumers, make follow-up contacts to ensure that Consumers understand their options, have contacted referred-to agencies, discuss potential barriers to accessing services and perform quality assurance surveys.
- Technical assistance, including re-directing inbound call options (interactive voice response, or IVR messaging) to direct calls more efficiently to an AP or at Contractor; and redirecting or auto-forwarding topic-specific AP calls to dedicated phone lines at Contractor that are staffed by subject-area experts (for example, having Contractor staff answer FAQs about a flu outbreak and assist Consumers in locating immunization sites).

- Provide market-research data by querying Consumers on a specific program or issue. Addition of a question or topic to basic Contractor demographic questions must be linked to Consumers in a certain county, zip code or demographic group, for example.

f. Resource Database

- Contractor's Statewide database generates resource referrals for health and human services, other state programs, and nonprofit programs that work in alignment with state agencies. For example, in addition to SNAP resources and food pantries, the database must include food gleaning programs, community gardens, food donation programs, soup kitchens, home-delivered meals and cooking classes.
- Programs are listed in database with details including site information, hours, forms, languages spoken, availability of public transportation, parking, etc. AP staff control content of records in database.
- Resource specialists create an Authorized Purchaser database, ensuring consistency, requesting updates, assisting state program staff in writing and maintaining program records. Contractor staff work with AP staff to ensure that updates are timely and accurate. Resource specialists check in regularly with an Authorized Purchaser representative to ensure that resource records and referrals are effective. Specialists must be certified by the AIRS.
- Contractor's records must be updated as requested by the AP in the WOC when information changes, and they also receive an annual formal update. Updates must be customized to reflect daily or weekly program changes, with real-time updates available in developing or rapidly changing circumstances, such as disaster response if requested by the AP.
- Subject-area experts must examine database for improvements in reaching targeted audiences or providing specific program information, for example ensuring that maternal and child health programs meet the needs of Consumers and the agencies that provide services.
- Subject-area expert must train contact center staff on details of specific program.
- Contractor staff must work with the AP to identify "second question" referrals for Consumers with related needs (such as offering employment-development programs to unemployed Consumers who are seeking holiday assistance or transportation referrals).
- AP may request in WOCs a targeted database section or topic-specific resource guides available in multiple formats.

g. Data Analytics

- Quarterly data reports provided by Contractor to an Authorized Purchaser must include Consumer demographic information: zip codes, service resource needs, age, gender, income, size of household, race/ethnicity, veteran status, health insurance, unmet resource needs, etc.

- Quality assurance reports compile survey data for Contractor service (such as whether Consumers have a greater understanding of their resource options as a result of calling Contractor).
- Reports are designed to meet Authorized Purchaser needs, ranging from statewide to specific zip codes, grouped by resource needs, income or other data sets.
- Analysis reports to assist agencies in identifying service gaps during program strategy and implementation.
- If requested by an AP, reports must identify growth in resource needs, changes in demographic groups or other trends in a specific zip code, county or region.
- Detailed reports on Consumer barriers, experiences accessing services, and most effective methods of communications. Consumer feedback included in reports. Results of Contractor case notes and quality assurance surveys of Consumers to assist State program in assessing their effectiveness.
- Data for informing an AP of ongoing process improvements, showing Contractor referral data, demographic data and follow-up results at a baseline level and then after an AP program redesign, marketing/education campaign or other initiatives. Contractor staff members must assist in analyzing data and participate in advisory recommendations at an AP request WOC.
- Analysis of program utilization and marketing results. This includes demographic findings for a specific program (reports on Consumers' age, zip code, size of household, monthly income, health insurance, veteran status, race/ethnicity, primary languages, gender, age of children, etc).
- Assistance in launching Authorized Purchaser pilot projects by collecting test market data requested by Authorized Purchaser. For example, Contractor has asked Consumers in a specific area about their experience with housing discrimination, in order to assist an organization's planning for a housing program.
- Content of data reports must be customized to meet Authorized Purchaser's need. Frequency, delivery method and appearance of data reports also must be adjusted as requested.

h. Outreach/Education

- Assists with relationship management, via strong existing partnerships with service providers at nonprofit, municipal, regional and statewide programs. Contractor outreach staff work closely with collaborative networks across the state to increase collective impact. For example, Contractor meets frequently with Aging and Disability Resource Connection (ADRC) managers to promote cooperation Consumer access and data.
- Conduct social media campaigns using robust social media across multiple platform shares resource information. This includes but is not limited to promoting programs and mobilizing volunteers during severe weather.
- Program information must be offered to Consumers regardless of what resources they are seeking (for example, mentioning kindergarten registration to all

Consumers who have preschool-age children, even if they called to ask about legal aid or food resources)

- Contractor staff must provide program information to target audiences via in-person presentations, meetings and social media channels.
- Utilizing data reports, provided consultation on Authorized Purchaser outreach targets to ensure that specific populations are reached by state services. At Authorized Purchaser request, Contractor must create customized data reports providing demographic information and Consumers' answers to questions requested by the Authorized Purchaser, with targets including language groups, zip code or other geographic areas, or other population segments.
- If requested by the AP, Contractor must participate in program-related organization meetings and planning groups. (For example: state or regional emergency services planning groups).
- Contractor outreach staff must work closely with topic-related agencies and partnerships.
- Contractor's subject-matter expert outreach must include preparing marketing materials to be approved by the Authorized Purchaser, dedicated sections of Contractor's website, targeted recipients of social media marketing.
- As a part of the outreach conducted, Contractor must educate the public about under-used services and newly launched services by providing information to Consumer contacts. Consumers are informed about program even if they call for unrelated information. Contractor's marketing and communications team provides multi-platform methods of educating Consumers about new programs, program changes and other Authorized Purchaser-requested information through tools include an e-newsletter, website, blog and other social media content; creative/graphic design including program collateral and advertising; in-person outreach presentations and tabling; and real-time disaster and severe weather notifications and instructions. These services are available to Agencies that may not have staff capacity to conduct marketing/education campaigns for a new or under-utilized service.
- Contractor staff must be experienced at conducting Consumer focus groups to gain knowledge and feedback about a program.

Acceptance Process for Deliverables:

Unless otherwise set forth in a WOC, Contractor will have full responsibility for the Tasks and Deliverables ("Work") described in a WOC Statement of Work ("SOW"), and must treat the Tasks and Deliverables as formal work requirements.

All Contractor Deliverables must be submitted to Authorized Purchaser's AP or designated contact for acceptance and approval. Contractor must deliver all correspondence and documentation in

electronically. If the Authorized Purchaser requests the invoice and back up documentation in paper format, that will be specified in the WOC.

AP or designated contact must review the Deliverable and may provide written comments to Contractor within three (7) business days of receipt of the Deliverable (or as otherwise agreed upon between Contractor and Authorized Purchaser).

Contractor must address the comments and submit the final Deliverable to Authorized Purchaser's Authorized Representative or designated contact within five (5) business days from Contractor's receipt of comments (or as otherwise agreed upon between Contractor and Authorized Purchaser).

Authorized Purchaser must only pay for Work that has been accepted by Authorized Purchaser.

Exhibit B to Price Agreement

COMPENSATION

Part 1

A. METHODS OF COMPENSATION and PAYMENT:

AP will determine, in consultation and agreement with Contractor, WOC Not to exceed (NTE) hours and payment amount.

- Time and Materials with NTE

Subject to mutual agreement with the Contractor, the amount payable under a WOC may be adjusted by AP or renegotiated to:

- Reduce the NTE amount associated with WOC Tasks/deliverables.
- Increase the NTE amount for additional Tasks/deliverables added to the Statement of Work via amendment to the WOC.

A.1 METHOD OF COMPENSATION

HOURLY RATE

Authorized Purchaser will pay Contractor for the actual Services performed under the WOC according to the hourly rates Per the Contract for the WOC. The hourly rate includes all labor costs, overhead, direct and indirect costs and profit.

Contractor acknowledges and agrees that the hourly rate is only due and payable for work authorized by Authorized Purchaser and satisfactorily completed by Contractor.

A.2 PAYMENTS

Contractor must look solely to Authorized Purchaser for payment of all amounts that may be due under a WOC. AP IS SOLELY RESPONSIBLE FOR PAYMENT of undisputed amounts UNDER WORK ORDER CONTRACT. Payment is due by Authorized Purchaser within thirty (30) days after the date of the invoice. All payments are subject to ORS 293.462.

Payments will occur only after Authorized Purchaser has determined that Contractor has completed the Work, and Authorized Purchaser has accepted, the required Services (including Deliverables) for which payment is sought via a properly submitted and correct invoice, in accordance with the terms of the WOC.

B. INVOICES

Contractor must submit invoices electronically via email (unless stated otherwise in the WOC), to the address as indicated in the WOC. Contractor must not submit invoices to Authorized Purchaser any

more frequently than once per month. Contractor must include in each invoice the information required in Authorized Purchaser’s requested format per the WOC.

Invoices must include:

- Contractor must prepare invoices based on the hourly rates in Exhibit B part 2, up to the maximums for each area approved in the Contract, of the employees that performed the Services. These services must have been performed in the previous 30 day period.
- Contractor must provide documentation in each invoice to itemize all costs for which Contractor seeks payment for, including a breakdown by Program using the services, by position, hourly rate per the contract and the total of the number of hours for each.
- Including the Maximum NTE per WOC and the invoiced amount subtracted from it. The NTE remaining must reflect the amount remaining on the contract.

C. PAYMENT TERMS

Payment will be made to Contractor no later than 30 calendar days from receipt of invoice completed in conformance with all contractual requirements. Authorized Purchaser will endeavor to notify Contractor within 10 business days of receipt of invoice regarding any necessary revisions or corrections to the invoice. If revisions are necessary, payment will be made no later than 30 calendar days from receipt of the revised and undisputed invoice. Any interest for overdue payment will be in conformance with ORS 293.462.

EXHIBIT B, PART 2 – COST INFORMATION

1. HOURLY RATES:

Authorized Purchaser must pay Contractor for Services performed at rates not to exceed the following: See Spread sheet below.

2. BASIS OF PAYMENT FOR SERVICES

Authorized Purchaser must pay Contractor upon acceptance of Work and review and approval of Contractor’s monthly invoice(s).

Table 1: Rate Calculation Sheet			
211 Designated Staff	Key Person Hourly Rate	Minimum Projected monthly hours	Maximum Projected monthly hours.
A. Community Information Specialist (inbound or Outbound)	\$48.52		
B. Early Childhood Specialist	\$53.89		
C. SNAP Specialist	\$60.32		
D. Maternal & Child Health Coordinator	\$60.32		

E. Veterans Program Screener	\$55.56		
F. Housing Information Specialist	\$48.52		
G. Follow –up Specialist	\$48.52		
H. Community Information Center Lead Specialist	\$51.56		
I. Community Information Center Supervisor	\$56.32		
J. Community Information Center Manager	\$61.08		
K. Resource Specialist	\$49.89		
L. Resource Lead Specialist	\$51.56		
M. Resource Team Supervisor	\$56.32		
N. Resource Team Manager	\$61.08		
O. Early Childhood Resource Liaison	\$55.56		
P. Data Report Coordinator	\$56.32		
Q. Marketing Research Specialist	\$51.56		
R. Quality Assurance Specialist	\$56.32		
S. Director of Marketing and Communications	\$69.84		
T. Community Engagement Coordinator	\$60.32		
U. Early Childhood Communications Liaison	\$60.32		
V. Communications Specialist	\$60.32		
X. Customer Success/Program Manager	\$65.08		
Y. Training Coordinator	\$60.32		

Exhibit C to Price Agreement

Insurance Requirements:

Contractor shall obtain at Contractor's expense the insurance specified in this section prior 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 tail 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 State and that are acceptable to Authorized Purchaser. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this contract including Employers' Liability Insurance with limits not less than \$500,000 each accident. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required by Authorized Purchaser Not required by Authorized Purchaser

Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage. Coverage shall be written on an occurrence basis in an amount of not less than \$500,000 per occurrence. Annual aggregate limit shall not be less than \$1,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required by Authorized Purchaser Not required by Authorized Purchaser

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than \$500,000 for bodily injury and property damage.

PROFESSIONAL LIABILITY :

Required by Authorized Purchaser Not required by Authorized Purchaser

Contractor shall provide:

1. 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 in an amount not less than \$500,000 per occurrence. Annual aggregate limit shall not be less than \$1,000,000.

Coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability. Coverage must extend to business associates and independent contractors providing professional services on behalf of or at the direction of Contractor. A primary policy or combination of a primary policy and excess policy shall be acceptable in order to meet the limits requirement.

If any of the required professional liability 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 Tail Coverage as stated below.

ADDITIONAL INSURED:

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract.

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Authorized Purchaser's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to Authorized Purchaser 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 Additional Insured, specify that Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance Authorized Purchaser has the right to request copies of insurance policies 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 Authorized Purchaser 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 Authorized Purchaser under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Authorized Purchaser.

Exhibit D to Price Agreement

Work Order Contract # _____
(including Statement of Work)

Contract # DASPS-2431-15

Project Name: _____

This Work Order Contract (WOC) # _____ is between _____ (“Authorized Purchaser (AP)”) and 211 Info, an Oregon nonprofit corporation (“Contractor”) (“WOC”). This WOC is subject to and hereby incorporates by this reference all of the terms of Price Agreement for Community Referral Services DASPS-3431-15 (the “Price Agreement” or “PA”) between the State of Oregon acting by and through the Department of Administrative Services, Enterprise Goods & Services, Procurement Services (“DAS PS”) and Contractor, effective June 29, 2015.

WOC Effective Date: This WOC is effective upon the date signed by all Parties and all applicable approvals have been received (“WOC Effective Date”). No Services must be performed until this WOC is fully executed and the Notice-to-Proceed has been issued to Contractor by AP.

AP Termination Date: _____. The termination date of the WOC must not exceed the term of the PA or At the time the WOC expires or is amended whichever date occurs first.

Maximum Not-To-Exceed Compensation. Notwithstanding any other provision of this WOC to the contrary, the Maximum Not-to-Exceed Compensation that AP will pay to Contractor for Service performed under the WOC is \$ _____.

Authorized Purchaser Authorized Representative or Designated Contact:

Name:

Attn:

Title:

Address:

Contact Telephone Number:

E-Mail Address:

Other Authorized Purchaser Key Persons:

Contractor’s Authorized Representative (if different from Contract) or Other Key Persons:

Name:

Attn:

Title:

Address:

Contact Telephone Number:

E-Mail Address:

This WOC is comprised of this document and the following Exhibits attached hereto and by this reference made a part hereof:

WOC Exhibit 1: Statement of Work (“SOW”).

Certification: Any individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on Contract DASPS-2431-15 is Contractor’s correct taxpayer identification number; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor’s payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws. For purposes of this certification, “Oregon tax laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620 and (d) Contractor is an independent contractor as defined in ORS 670.600.

In the event that Contractor is a general partnership or joint venture, any individual(s) signing on behalf of the partnership or joint venture hereby acknowledges, certifies and swears under penalty of perjury that Contractor’s signature on this PO constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this WOC.

CONTRACTOR: 211 Info, an Oregon nonprofit corporation

By: _____

Title: _____

Date: _____

Authorized Purchaser

By: _____

Title: _____

Date: _____

Approved for legal sufficiency pursuant to ORS 291.047 by:

By: _____

Assistant Attorney General

Date: _____

WOC Exhibit 1

Statement of Work

Part I. General Information and Overview

(Insert an overview of the AP and Contractor to be provided under the WOC.)

Assumptions

(For Example:

Provide a list of all tasks and timelines.

Provide a list of all items that could cause Contractor work stoppage or delay.)

Part II. Tasks and Deliverables

A. Tasks and Deliverables

Insert a Description of Services, to include:

Specific Tasks and Deliverables

Acceptance criteria/plan(s)

Delivery requirements/schedule

<AP will select the applicable Tasks for the desired outcome>

Option 1:

Deliverable 1:

Deliverable 2:

Deliverable 3:

Deliverable Schedule:

insert a schedule for delivery of services, including milestone delivery dates for each deliverable (if applicable)

B. Responsibilities of AP

(a) AP's obligations set forth in this WOC must be performed by Authorized Purchaser in a timely and proper fashion in accordance with the Installation Schedule, or as otherwise agreed upon between the Parties, to allow Contractor to timely perform its obligations under this WOC.

Part III. Special Considerations.

Include all special considerations, such as: [Insert if applicable]

Part IV. Payment Provisions.

The Maximum Not To Exceed Compensation under this WOC is \$_____, payable as set forth in Price Agreement #XXXX. Attachment B indicates the rates and the total not to exceed WOC amount. This must be attached to each WOC.

**AMENDMENT #9 to
Price Agreement for Community Referral Services**

1. This is Amendment No. 8 to Contract No. DASPS-2431-15 (as amended from time to time the "Contract") dated June 30, 2015, between the State of Oregon acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services, ("DAS PS") and 211INFO, an Oregon nonprofit corporation, hereafter called Contractor.

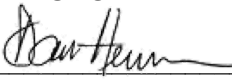
2. The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by strikethrough):

This Price Agreement is effective on the date it has been signed by all parties and all required State of Oregon approvals have been obtained. This PA expires on ~~June 30, 2023~~ June 30, 2024 unless otherwise terminated. By written amendment, the parties may extend the term of this Contract in one (1) year increments after 2022.

3. Except as expressly amended above, all other terms and conditions of original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Certification: By signature on this Contract for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. The individual signing on behalf of Contractor is authorized to act on Contractor's behalf, has authority and knowledge regarding Contractor's payment of taxes, and to the best of the signatory's knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.


CONTRACTOR

By 
Title: CEO
12/22/2022
Date

APPROVED AS TO LEGAL SUFFICIENCY

(Not Required if exempt under OAR 137-045-0050)

**STATE OF OREGON by and
through its Department of Administrative Services
Procurement Services**

By 
Title: DAS PS Procurement Manager
12/22/2022
Date

RATE CALCULATION SHEET- AMENDMENT 10

Key Persons Required	Key Person Hourly Rate	Key Person Monthly Hours Min.	Key Person Monthly Hours Max.	Total Monthly Hours.
A. Community Engagement Coordinator	\$37.64			
B. Community Information Specialist	\$35.12			
C. Community Lead Specialist	\$40.38			
D. Community Supervisor	\$46.39			
E. Community Information Manager	\$61.02			
F. Technology Coordinator	\$37.64			
G. Reporting And Analytics Manager	\$61.02			
H. Quality Assurance and Training Manager	\$61.02			
I. Resource Specialist	\$35.12			
J. Resource Department Supervisor	\$46.39			
K. Resource Department Manager	\$61.02			
L. Program /CareCoordinator	\$37.64			
M. Program Manager	\$61.02			
N. Director of Programs	\$72.56			
O. Patient/Client Navigator	\$42.41			
			Total WOC Amount	

Exhibit C
Personal Services Contract
Budget FY 23-24

<u>Budget - 211 Info - FY 23-24</u>		
Prices per State of Oregon Price Agreement for Community Referral Services DASPS-2431-15		
Phase 1	Phase 2	Total
\$ 244,365	\$ 418,610	\$ 662,975

211info
Clackamas County Housing Program
Phase I - July 1-December 31, 2023 (26 weeks)
Proposal Date June 23, 2023

Position	Personnel	DAS Rate			FTE
Community Information Center Specialist-Weekdays	2.0	\$35.12	\$	87,660	2.4
Community Information Center Specialist-Weekend	2.0	\$35.12	\$	65,745	1.8
Program Manager	1.0	\$61.02	\$	63,461	1
Data & Reporting	0.1	\$61.02	\$	27,500	0.1
	Total Proposal Value		\$	244,365	

Program Coverage:

Weekdays: M-Th 8am-8pm (48 hours)

Weekends: F-Su 8am-8pm (36 hours)



211info
Clackamas County Housing Program
Phase 2 - January 1, 2024-June 30, 2024
Proposal Date June 23, 2023

Position	Personnel	DAS Rate			FTE
Community Information Center Specialist	4.0	\$35.12	\$	306,808	8.4
Community Information Lead Specialist	1.0	\$40.38	\$	41,995	1
Program Manager	1.0	\$61.02	\$	63,461	1
Data & Reporting	0.1	\$61.02	\$	6,346	0.1
	Total Proposal Value		\$	418,610	

Program Coverage:

Weekdays: 7 days/week 8am-8pm (84 hours)



**211 Info
DAS Rates
Effective May, 2023**

Role	Rate
Community Engagement Coordinator	\$37.64
Community Information Specialist	\$35.12
Community Information Lead Specialist	\$40.38
Community Information Supervisor	\$46.39
Community Information Manager	\$61.02
Technology Coordinator	\$37.64
Reporting and Analytics Manager	\$61.02
Quality Assurance and Training Manager	\$61.02
Resource Specialist	\$35.12
Resource Department Supervisor	\$46.39
Resource Department Manager	\$61.02
Program/Care Coordinator	\$37.64
Program Manager	\$61.02
Director of Programs	\$72.56
Patient/Client Navigator	\$42.41