**STATE OF OREGON** [**CO****NT****RACT**](#Contract_TOC) **FOR THE**

**PURCHASE OF SERVICES**

**(“Contract”)**

* 1. This Contract is between the State of Oregon acting by and through its Department of Consumer and Business Services, Oregon Health Insurance Marketplace, hereafter called **Agency**, and
	2. Contractor
	3. Contractor contact
	4. Address
	5. City, State Zip code
	6. Telephone: (503)
	7. E-Mail: xxxxxxxxxxx@xxxxxx
	8. Tax ID: xx-xxxxxxxx
	9. Hereafter called **Contractor**.
	10. Agency’s Contract Administrator for this Contract is:
	11. Rob Smith
	12. Department of Consumer and Business Services
	13. Oregon Health Insurance Marketplace
	350 Winter Street NE
	Salem, OR 97301
	Telephone: 971-301-1960
	14. E-Mail: Robert.d.smith@oregon.gov
	15. This Contract is effective on the date it is signed by all parties and all required State of Oregon approvals have been obtained. This Contract expires on July 31st, 2019. By mutual agreement, the parties may extend the term of this Contract.
	16. Contractor agrees to perform, and Agency agrees to pay for, the services and deliverables described in section 1 (the “Services”).
		+ - 1. GENERAL INFORMATION.

Agency continues to work with the Oregon Department of Human Services (DHS) to support a statewide outreach and enrollment network of application assisters to help Oregonians of all income levels access public and private health insurance. The Oregon Health Insurance Marketplace’s (Marketplace) community partner program meets all ACA standards for Navigators and Certified Application Counselors. This contract work is focused on the QHP-eligible population where all certified assisters funded through Marketplace managed Outreach and Enrollment grants must assist clients either applying for private health insurance through HealthCare.gov or for the Oregon Health Plan (OHP).

For the 2019 plan year, the Marketplace will use HealthCare.gov for QHP eligibility and enrollment. HealthCare.gov may offer tax credits to help pay for premiums to people with incomes less than 400% of the federal poverty level (FPL). Those with incomes below 250% FPL may qualify for tax credits and cost-share reductions that help to pay for member copays and coinsurance. Outreach and services by community partners will continue to be critical to reach many working families that may have incomes above Medicaid eligibility levels but would still find affording health insurance impossible without tax credits and/or cost share reductions.

Contractor will also be expected to collaborate with the Oregon Health Authority (OHA) and the Senior Health Insurance Benefits Assistance (SHIBA) unit within the Marketplace to conduct outreach and provide enrollment assistance to people eligible for Medicaid and/or Medicare. Collaboration with OHA and SHIBA may be informal.

In addition, Agency may provide promotion and support for Contractor to perform targeted outreach to individuals and families eligible for the Compact of Free Association (COFA) Premium Assistance Program and to provide enrollment assistance to consumers who wish to join that program.

2. SERVICES

Contractor shall perform Services as described below.

A. **Community Partners**

 1. Contractor shall provide the following outreach services:

a. Create an outreach plan to reach and educate Contractor’s community about the importance of shopping for, and enrolling in, health insurance. Outreach shall highlight the benefits of shopping through the Marketplace, including the opportunity to compare plans and access subsidies to help pay for coverage. The plan shall identify priority audiences and outline strategies/tactics to reach them. The plan must be approved by Agency prior to implementation.

b. Implement the outreach plan with high-level support from Agency staff and/or contracted marketing and/or advertising firm(s) as needed.

c. Collaborate with local community organizations and insurance agents to establish information-sharing processes that will facilitate outreach.

d. Participate in meetings, trainings (in person and online), and conferences as required by Agency. Attendance at Agency- required meetings is mandatory. Failure to attend an Agency required meeting may be considered by Agency to be a breach of contract.

e. Distribute Agency-approved promotional, educational, and marketing materials to target populations, in addition to any OHA/DHS-approved OHP materials as necessary for outreach to individuals and families that may qualify for that program.

f. Complete any other activities as agreed upon in submitted and approved Agency work plan/budget. Any change to Contractor work plan or budget requires Agency approval.

g. Track and report metrics monthly including, but not limited to:

a. Number and type of promotion efforts conducted

b. Number and type of outreach/marketing efforts conducted, and results

c. Number of marketing materials distributed

d. Trainings and meetings attended

e. Total number of media stories and placements (newspaper stories, radio shows, TV appearances, advertisements placed, digital ads, etc.)

f. Website analytics

h. Submit reports on a monthly basis as required by Agency. Reports must be submitted in the form, manner, and timeline prescribed by Agency. Contractor may be considered to be in breach of contract if reports are not submitted in accordance with Agency’s prescribed form, manner and timeline.

 2. Contractor shall provide the following enrollment services:

a. Provide enrollment assistance to consumers in applying for health coverage, both private coverage through HealthCare.gov as well as public coverage through OHP. Employ trained and certified assisters on staff, who must be made available to assist the public with their coverage needs. Staff will maintain certification as required by the guidelines provided by DCBS as well as DHS as appropriate.

b. Develop and implement strategies to overcome the barriers to completing applications that individuals in target populations may face. Collaborate with local community organizations and insurance agents to establish information-sharing processes that will facilitate enrollment.

c. Conduct surveys, using survey questions provided by Agency, of people who have been provided assistance.

d. Distribute Agency-approved promotional, educational, and marketing materials to target populations, in addition to any OHA/DHS-approved OHP materials as necessary for outreach to individuals and families that may qualify for that program.

e. Provide consumer enrollment stories to Marketplace staff for the purposes of promotion and marketing as directed.

f. Complete any other activities as agreed upon in submitted and approved Agency work plan/budget. Any change to work plan or budget requires Agency approval.

g. Track and report metrics monthly including, but not limited to:

 a. Number of applications assisted, both new and renewals

b. Number of individuals and families assisted

c. Number of QHP enrollees

d. Number of OHP enrollees (if applicable)

e. Number of incidents of application assistance (could be more than one per family or individual).

h. Submit reports on a monthly basis as required by Agency.

Reports must be submitted on time as determined by Agency. Contractor may be considered to be in breach of contract if reports are not submitted timely as determined by Agency.

i. Complete a final narrative report summarizing other activities, barriers, and successes that were not captured in monthly metric reporting.

**B. Medicare assistance**

Contractor shall:

1. Informally partner with the Medicare programs available through the Oregon Health Authority and the Senior Health Insurance Benefits Assistance unit of the Marketplace to help promote health coverage to the public within Contractor’s networks.

2. Refer consumers who are enrolled in these Medicare programs to the appropriate resources for assistance.

3. Provide accurate reporting for these Medicare programs when requested by Agency.

3. CONTRACTOR REQUIRED STANDARDS

During the contract term, Contractor shall meet and maintain the following Cultural Competency, Organization, and Application Assister Standards:

1. **Cultural Competency Standards**

On or before operations begin, Contractor shall:

1. Demonstrate the existence of meaningful alternatives and options for consumers requesting application assistance that accommodate individual preference, cultural and linguistic differences, disability, and other barriers.

2. Demonstrate the existence of policies and procedures for meeting consumer language needs including that Contractor can and will provide.

3. In-person, phone, and electronic consumer access to bilingual-bicultural staff for the languages and cultures of the populations being served.

4. Identify populations whose primary language is other than English by region or county within the regions served.

5. Demonstrate how a consumer who speaks an uncommon language will be assisted to secure or link to appropriate services, and demonstrate the progressive steps to assist these consumers to obtain services in their primary language.

6. Demonstrate the availability of culturally and linguistically appropriate written information for identified consumer populations that is written to accommodate a sixth grade reading level.

7. Demonstrate an approach that will effectively inform culturally diverse populations consumers of the availability of appropriate cultural and linguistic services and programs.

8. Demonstrate a willingness to partner with other community-based organizations and insurance agents to achieve mutual outreach and enrollment goals.

9. Assess factors and develop a plan to facilitate the ease with which culturally diverse populations can obtain services. Such factors must include: location, hours of operation, and contact information; physical facilities that are not offensive to persons of diverse cultural back grounds; services provided in a non-threatening setting, including co-location of services, partnerships with community groups, or provision of services off-site.

1. **Organization Standards**

Contractor shall not:

1. Offer or provide any gift, favors, or other inducement to potential Applicants without prior approval from Agency.

2. Accept money or premium payments from Applicants.

3. Submit eligibility or enrollment information without first obtaining an DHS/Agency approved consent form from the Applicant.

4. Divulge any personal information obtained while assisting an Applicant with an application for purposes other than enrollment assistance.

5. Invite or influence an individual or his/her dependents to separate from any health insurance plan or arrange for this to occur.

6. Allow any person who has not passed a criminal history check through DHS’s required process to perform application assistance services under the Grant.

7 Provide inaccurate, misleading, or coercive oral or written information or materials.

8. Encourage Applicants to include on the application any false or misleading information regarding income, residency, alienage, or other eligibility information.

1. **Application Assister Standards**

Contractor shall ensure that all full-time-Application Assister employees funded under this Contract:

* + 1. Are trained and certified as required by Agency and DHS.
		2. Complete Marketplace training, pass the associated test, attend all required Oregon specific training(s), and renew certification and complete additional training as required by Agency and DHS.
		3. Provide information about available public medical programs and private health insurance coverage options to potentially eligible Oregonians. The information shall include an explanation of the role of an Application Assister.
		4. Encourage Applicants to provide accurate and truthful information and do not attempt to pre-determine consumer eligibility, or make any assurances regarding the eligibility of a consumer for any health coverage option.
		5. Provide enrollment assistance to new Applicants and Applicants seeking to renew coverage through Agency and OHA approved methods, including HealthCare.gov resources as applicable.
		6. Obtain appropriate permissions from the Applicant, including a signed copy of the Agency or DHS-approved consent form prior to helping the Applicant submit an application
		7. Explain the Agency / DHS-approved consent form to Applicants and provide a copy of the form to Applicants and shall maintain a signed copy of the consent form for six years from the date the consent form is signed.
		8. Maintain copies of all records related to enrollment assistance, including paper applications submitted on an Applicant’s behalf and the Agency or DHS-approved consent form, for six years, whether in paper, electronic or other form in a secure and locked location under the control of Contractor and ensure that access to these records is limited to authorized personnel only, including personnel of Agency, OHA, DHS, or their designees.
		9. Provide objective health coverage choice counseling using filters embedded in the online application and information provided by Agency, OHA, DHS, or their designees.
		10. Refer an Applicant to a licensed insurance producer approved to sell insurance products through the Federal Marketplace if the Applicant requests a recommendation about which qualified health plan or type of plan to choose.
		11. Disclose any relationships the Application Assister or organization has with insurers or their subsidiaries and all potential or actual conflicts of interest as defined by Agency and DHS.

**4.** AGENCY RESPONSIBILITIES

Agency shall:

1. Provide technical assistance to Contractor for outreach efforts through an Agency contracted marketing and advertising firm.

B. Support Contractor outreach and marketing activities.

C. Review and approve Contractor outreach plans that meet the above criteria, including budget, prior to implementation.

1. Provide co-branding opportunities.

* 1. **5.** COMPENSATION
	2. A. The maximum compensation to Contractor under this Contract is $XXXXX.

**1. Community Partner compensation**

Contractor will be reimbursed for Community Partner Program expenses based on Agency approval of Contractor’s Community Partner Program budget.

Indirect/administrative expenses shall not exceed 12% of the total budget.

* 1. B.Contractor shall submit Expense Report to Contract Administrator for approval and payment The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is requested.
	2. C**.** Contractor may submit monthly invoices and must provide full itemization on each invoice.
	3. D**.** Agency shall pay Contractor following Agency’s review and approval of the invoices and charges submitted by Contractor. Agency may make interim payments.
	4. E**.** Any mileage expenses reimbursed will reimbursed at the federal government rate and shall not exceed the rates as stated in the Oregon Accounting Manual, which can be found at this link <http://www.oregon.gov/das/Financial/Acctng/Documents/10.40.00.pdf>.
	5. F. Contractor will not be reimbursed for expenses for the same scope of work under more than one outreach and enrollment grant.
	6. G. Contractor shall not use this grant to supplant or duplicate existing local, state or federal funding for any activities within the scope of work of this contract.

**6.** GENERAL TERMS AND CONDITIONS

1. **Intellectual Property and Open Source; Title to Goods**
2. Agency and Contractor each acknowledge that performance of this Contract may result in discovery, development of inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer related know how, data and original works of authorship (collectively, the “Work Product”). Contractor agrees that all Work Products which are protected by copyright are “works made for hire,” as that term is defined in the United States Copyrights Act, with all copyrights in the Work Product owned by the Agency. Contractor hereby irrevocably assigns to the Agency all of its copy rights in and to all Work Products. Contractor shall execute such documents and instruments as the Agency may reasonably request in order to record or perfect the assignments required under this section 6.A and to fully vest such rights in Agency. In the event any right (including without limitation, any moral right) in such Work Products cannot be assigned, Contractor hereby waives enforcement anywhere in the world of such rights against Agency and exclusively licenses such right to Agency.
3. If the Work Product is third party intellectual property, Contractor shall secure on the Agency’s behalf and in the name of the Agency, an irrevocable, non-exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copes of, perform and display the third party intellectual property and to authorize others to do the same on the Agency’s behalf.

 B. **Representations and Warranties**

Contractor represents and warrants that:

1. Contractor has the authority to enter into and perform in accordance with this Contract and that this Contract, when executed and delivered, is a valid and binding obligation of Contractor that is enforceable in accordance with its terms;

2. Contractor (to the best of Contractor’s knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

a. All tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

b. Any tax provisions imposed by a political subdivision of the State that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor;

c. Any tax provisions imposed by a political subdivision of the State that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor;

d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and

e. Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State

3. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with the highest standards applicable to Contractor’s industry, trade or profession;

4. Contractor is and shall be, at all times during the term of this Contract, qualified, professionally competent, and duly licensed to perform Services; and

5. When used as authorized by this Contract, no Work Product infringes nor will Agency’s use, duplication or transfer of the Work Product infringe any copyright, patent, trade secret or other proprietary right of any third party.

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

C. **Compliance with Applicable Laws and Standards**

1. Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to Contractor’s obligations under this Contract, as those laws, regulations and ordinances may be adopted or amended from time to time. Not to limit the generality of the foregoing, Contractor expressly shall comply with the following laws, regulations and executive orders, if applicable to the Contract: Laws protecting privacy and security, including but not limited to the Health Insurance Portability and Accountability Act if 1996 (HIPPA). As amended by the American Recovery and Reinvestment Act of 2009 (ARRA) and the Oregon Consumer Identity Theft Protection Act, ORS 646A.600 to 646A.628, including but not limited to the notice of breach of security provisions; and all regulations and administrative rules established pursuant to the foregoing laws. Additionally:

a. Contractor certifies that it is in full compliance with the regulations protecting the privacy and security of individually identifiable health information under HIPPA and the federal privacy rule there under in 45CFR parts 160 through 164 (the Federal Privacy Rule)

b. Contractor may provide Protected Health Information (PHI) to Agency consistent with subsections (c) through (f) in this section 6.C.1 in addition to summary information upon Agency’s request. Summary information provided to Agency may only be use for the following purposes:

i Performing contract administration functions which Agency performs for the Contract; or,

ii. Modifying, amending or terminating the Contract.

c. Agency may authorize Contractor to disclose PHI to Agency for the purposes related to reviewing potential conflicts of interest.

d. Contractor may disclose PHI to Agency for purposes related to conflicts of interest resolution or performing contract administration functions.

e. Contractor represents and warrants that its privacy practices are in compliance with Federal Privacy Rule and all other federal privacy law.

f. If Agency notifies Contractor that Agency has elected to be a “covered entity” within the meaning of HIPPA, Contractor may disclose to Agency upon request such PHI as HIPPA permits to be disclosed to a covered entity.

2. Agency’s performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.Contractor shall, to the maximum extent economically feasible in the performance of this Contract, 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)).

3. Contractor’s Compliance with Tax Laws.

a.   Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.  For the purposes of this section, “tax laws” includes all the provisions described in subsection 6.B.2. (a) through (d) of this Contract.

b.   Any violation of subsection a of this section shall constitute a material breach of this Contract.  Further, any violation of Contractor’s warranty, in subsection B.2 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract.  Any violation shall entitle Agency or State 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, at law, or in equity, including but not limited to:

i.         Termination of this Contract, in whole or in part;

ii.         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; and

iii.         Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief.  Agency shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.

1. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

D. **Amendments**

All amendments to this Contract are subject to OAR 125-247-0805 and OAR 137-047-0800.

ii. Agency anticipates extending this contract to continue Services beyond the initial term.

iii. Agency anticipates adding funds.

 E. **Time is of the Essence**

 Contractor agrees that time is of the essence in the performance of this Contract.

 F. **Force Majeure**

Neither Agency nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor’s delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. Agency may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

 G. **Insurance**

Contractor shall obtain the insurance required under section 7 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

H. **Independent Contractor Status; Responsibility for Taxes and Withholding**

1.Contractor shall perform all Services as an independent Contractor. Although Agency may (a) determine and modify the delivery schedule for Services to be performed and (b) evaluate the quality of the completed performance, Agency 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 Agency under all applicable State and federal law. Contractor is not an "officer", "employee", or "agent" of Agency as those terms are used in ORS 30.265.

2. If Contractor is currently performing work for State or the federal government, Contractor by signature to this Contract represents and warrants: Contractor's performance of this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's performance of this Contract.

3. Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract, and unless required by prevailing federal law or regulations, Agency 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 Contract.

I. **Indemnification**

1. General Indemnity. Contractor shall 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 contract.

2. Indemnity For Infringement Claims. WITHOUT LIMITING THE GENERALITY OF SECTION 3.I.1, CONTRACTOR SHALL 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 CONTRACT BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR AGENCY’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 SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

3. State shall reasonably cooperate in good faith, at Contractor’s reasonable expense, in the defense of claims and infringement claims, and Contractor shall select counsel reasonably acceptable to the Oregon attorney General to defend such claims and infringement claims and shall 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, Contractor 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 shall occur without the consent of State, which consent shall not be unreasonably withheld, conditioned or delayed.

 J. **Assignment of Antitrust Rights**

1. 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.

2. Contractor shall require any subcontractors hired to perform any of Contractor’s duties under this contract 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 contract, including, at State’s option, the right to control any such litigation on such claim for relief or cause of action.

K. **Events of breach**

1. Breach by Contractor. Contractor breaches this Contract if:

a. 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;

b. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract, and Contractor has not obtained the license or certificate within fourteen (14) calendar days after Agency delivers notice of breach to Contractor or a longer period as Agency may specify in the notice; or

c. Contractor commits any material breach of any covenant, warranty, obligation, or certification under this Contract; fails to perform its obligations under this Contract within the time specified or any extension of that time granted by Agency; and Contractor fails to cure the breach within fourteen (14) calendar days after Agency delivers notice of breach to Contractor or a longer period as Agency may specify in the notice; or

1. Contractor has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State.

2. Breach by Agency. Agency breaches this Contract if:

a. Agency fails to pay Contractor any amount pursuant to the terms of this Contract, and Agency fails to cure its failure to pay within fourteen (14) calendar days after Contractor delivers notice of breach to Agency or a longer period as Contractor may specify in the notice; or

b. Agency commits any material breach of any covenant, warranty, or obligation under this Contract; fails to perform its obligations hereunder within the time specified or any extension thereof; and Agency fails to cure the breach within fourteen (14) calendar days after Contractor delivers notice of breach to Agency or a longer period as Contractor may specify in the notice.

L. **Remedies**

1. State's Remedies. If Contractor is in breach under section 6.K.1, then in addition to the remedies afforded elsewhere in this Contract, State shall be entitled to recover for any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages. State may, at Agency’s option, pursue any or all of the remedies available under this Contract and at law or in equity, including, but not limited to:

a. Termination of this Contract under section 6.M.2.;

b. Withholding all monies due for Services and Deliverables that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively ;

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; or

d. Exercise of the right of setoff and withholding of amounts otherwise due and owing to Contractor , without penalty; and

e. Garnish all monies due for Services and Deliverables to recover liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State.

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 6.K.1, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to section 6.M.2.a.

2. Contractor's Remedies. If Agency terminates this Contract for convenience under section 6.M.2.a, or if Agency is in breach under section 6.K.2 and whether or not Contractor elects to exercise its right to terminate this Contract under section 6.M.3, Contractor's sole remedy is one of the following, as applicable:

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

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

1. If previous amounts paid to Contractor for Services and Goods exceed the amount due to Contractor under this section 6.L.2, Contractor shall pay the excess amount to Agency immediately upon written demand.

4. Attorneys' Fees.

Except for defense costs and expenses pursuant to section 6.I, neither Agency 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 Contract.

M. **Termination**

1. Mutual Consent. This Contract may be terminated at any time by mutual written consent of the parties.

2. Agency:

a. Agency may, at its sole discretion, terminate this Contract for its convenience upon 30 days written notice by Agency to Contractor.

b. Agency may, in its sole discretion, terminate this Contract, immediately upon notice to Contractor, or at a later date as Agency may establish in the notice, upon the occurrence of any of the following events:

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

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

iii. Contractor is in breach under section 6.K.1.

Contractor shall stop performance under this Contract as directed by Agency in any written notice of termination delivered to Contractor under this section 6.M.2.

3. Contractor: Contractor may terminate this Contract immediately upon written notice to Agency, or at a later date as Contractor may establish in the notice, if Agency is in breach pursuant to section 6.K.2.

N**. Access To Records**

Contractor shall retain, maintain, and keep accessible all records relevant to this Contract ("Records") for minimum of six (6) years, or a longer period as may be required by applicable law, following Contract termination or full performance, the period required by applicable law following Contract termination or full performance, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever ending is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. During this Record-retention period, Contractor shall permit State, its duly authorized representatives, and the federal government access to the Records at reasonable times and places for purposes of examination and copying.

O. **Notices**

All notices required under this Contract shall be in writing and addressed to the party's authorized representative. For State, the authorized representative is the Agency contact person identified on page 1. Contractor's authorized representative is the contact person identified on page 1. 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 are deemed received upon electronic confirmation of successful transmission to the designated fax number. Notices delivered by personal delivery are deemed received when delivered to the address specified for the receiving party’s authorized representative.

P. **Governing Law**.

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

 Q. **Venue; Consent To Jurisdiction**

Any claim, action, suit or proceeding (collectively, “Proceeding”) between State and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of State for Marion County; provided, however, if a Proceeding must be brought in a federal forum, then unless otherwise prohibited by law, it shall 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 THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM. Nothing in these provisions shall be construed as a waiver of State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or jurisdiction based thereon.

 R. **Subcontracts; Assignment; Successors**

1. Subcontracts. Contractor shall not enter into any subcontracts for any of Services required under this Contract without Agency’s prior written consent. In addition to any other provisions Agency may require, Contractor shall include in any permitted subcontract provisions to ensure that Agency will receive the benefit of subcontractor’s performance as if the subcontractor were Contractor with respect to sections 2, 6.A, 6.B, 6.E, 6.I, 6.J, 6.N, 6.P and 6.R. Agency’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

2. Contractor shall not assign, delegate or transfer any of its rights or obligations under this Contract without Agency’s prior written consent. Agency’s written consent does not relieve Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered Contractor’s agent.

3. The provisions of this Contract are binding upon, and inure to the benefit the parties and their respective successors and permitted assigns, if any.

S. **Third Party Beneficiaries**

State and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or shall 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 Contract. Agency is an intended beneficiary of the terms of this Contract.

T. **Severability**

If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, 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 this Contract did not contain the particular provision held to be invalid.

U. **Counterparts**

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

V**. Integration and Merger**

This Contract 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 Contract.

W. **Amendments; Waiver**

This Contract may be amended to the extent permitted by applicable statutes and administrative rules and as the amendment scope and process may be further described in section 2, Services. No waiver, consent, or amendment of terms of this Contract shall bind either party unless in writing and signed by Agency and Contractor, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Contract shall not constitute a waiver by State of that or any other provision.

X**. Survival**

In addition to all provisions which by their nature extend beyond Contract termination or full performance, the following provisions shall remain in effect beyond any Contract termination or full performance: sections 5, 6.A, 6.B, 6.G, 6.I, 6.J, 6.L, 6.N, 6.P, 6.Q, 6.S, 6.X and 7.

**[7](#Contract_TOC).** Insurance

**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 Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY**

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

**COMMERCIAL GENERAL LIABILITY:**

[x]  **Required** [ ]   **Not required**

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

**AUTOMOBILE LIABILITY INSURANCE:**

[x]  **Required** [ ]   **Not required**

Automobile Liability Insurance covering Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY:**

[ ]  **Required** [x]   **Not required**

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

**POLLUTION LIABILITY:**

[ ]  **Required** [x]   **Not required**

Pollution Liability Insurance covering Contractor’s or appropriate subcontractor’s liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor’s or subcontractor’ liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

**EXCESS/UMBRELLA INSURANCE:**

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

**ADDITIONAL INSURED:**

The Commercial General Liability insurance and Automobile liability insurance required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

**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 Agency’s acceptance of all Services required under this Contract, or, (ii) Agency or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

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

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

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency’s representatives responsible for verification of the insurance coverages required under this Section 4.

8[. Health Insurance Portability and Accountability Act](#Contract_TOC)

Contractor shall deliver Services in compliance with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). Contractor shall comply and cause all subcontractors to comply with the following:

A. **Privacy and Security of Individually Identifiable Health Information**. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and Agency for purposes directly related to the provision of Services. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

B**. Consultation and Testing**. If Contractor reasonably believes that Contractor's or Agency’s data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult with Agency. Contractor or Agency may initiate a request for testing of HIPAA transaction requirements, subject to available resources.

9.Confidential Information

A. Contractor shall comply with ORS 646A and require subcontractors to comply with the information security requirements imposed under this section. “Information Asset” means all confidential information in any form (e.g., written, verbal, oral or electronic) which Agency determines requires security measures, including confidential information created by Agency, gathered for Agency, or stored by Agency for external parties.

B. All requirements imposed on Contractor under this section shall also apply to its officers, employees, agents and subcontractors that have access to any Agency information computer system or other Agency Information Asset, and Contractor shall include these requirements in any subcontract that may provide such access by a subcontractor, its officers, employees or agents to any Agency computer system or other Agency Information Asset. Contractor shall:

1. Cooperate with Agency in identifying Information Assets that will be utilized in the performance of Services or for the delivery of Goods and applicable security measures that will be undertaken to protect the Information Assets, and provide updated information to Agency within fourteen (14) calendar days of the date such information changes for any reason;

2. Implement security measures that reasonably and appropriately provide administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the Information Assets that it creates, receives, maintains or transmits on behalf of Agency. Contractor’s security measures must be documented in writing and be available for review by Agency upon request. Agency’s review of the reasonableness of security measures, as well as Contractor’s compliance with Agency’s assigned access control or security requirements, will take into account Contractor’s physical, administrative, and technical capabilities related to security measures and the potential risk of unauthorized use or disclosure of Information Assets by Contractor, its officers, employees, agents or subcontractors.

3. Prevent any unauthorized access to or disclosure of Agency’s information systems and information assets

4. Take necessary actions to comply with Agency’s determinations of the level of access that may be granted, as well as changes in level of access, or suspension or termination of access as determined by Agency;

5. Keep any Agency-assigned access control requirements such as identification of authorized user(s) and access-control information in a secure location until access is terminated; monitor and securely maintain access by Contractor and its agents or subcontractors in accordance with security requirements or access controls assigned by Agency; and make available to Agency, upon request, all information about Contractor’s use or application of Agency access-controlled computer systems or Information Assets.

6 .Report to Agency any privacy or security incidents by Contractor, its officers, employees, agents or subcontractors that compromise, damage, or cause a loss of protection to Agency Information Assets. Contractor shall report in the following manner:

a. Report to Agency in writing within five (5) business days of the date on which Contractor becomes aware of such incident; and

b. Provide Agency the results of the incident assessment findings and resolution strategies.

C. Contractor shall comply with Agency requests for corrective action concerning a privacy or security incident, and with laws requiring mitigation of harm caused by the unauthorized use or disclosure of confidential information, if any.

D. If Agency determines that Contractor’s security measures or actions required under this section are inadequate to address the security requirements of Agency, Agency will notify Contractor. Agency and Contractor may meet to discuss appropriate security measures or action. If security measures or corrective actions acceptable to Agency cannot be agreed upon, Agency may take such actions as it determines appropriate under the circumstances. Actions may include but are not limited to restricting access to computer systems or Information Assets, or Agency amending or terminating the Contract.

E. Agency may request additional information from Contractor related to security measures, and may change, suspend or terminate access to or use of an Agency computer system or Information Assets by Contractor, its officers, employees, agents or subcontractors.

F. Wrongful use of Agency computer systems, wrongful use or disclosure of Information Assets by Contractor, officers, its employees, agents or its subcontractors may cause the immediate suspension or revocation of any access granted through this Contract, in the sole discretion of Agency. Agency may also pursue any other legal remedies provided under the law.

10. [Certifications and Signature of Contractor's Authorized Representative.](#Contract_TOC)

The individual signing on behalf of Contractor hereby:

A. Certifies and swears under penalty of perjury to the best of the individual’s knowledge that: (a) 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; (b) 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, 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 310.657; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification numbers are true and accurate;

B. Certifies that, to the best of the undersigned’s knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;

C. Certifies that the information provided on the attached Exhibit E, Independent Contractor Certification, is true and correct as of the Effective Date; and

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/offices/enforcement/ofac/sdn/t11sdn.pdf>;

Contractor (print Contractor’s name):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By (print name):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person (Type or Print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Telephone Number: (\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Fax Number: (\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**11**[**. Signature**](#Contract_TOC) **of State’s Authorized Representative.**

State of Oregon acting by and through its Department of Consumer and Business Services

Oregon Health Insurance Marketplace

Reviewed by Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: Chiqui Flowers

Title: Administrator

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executed by (Signature): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: Nancy A. Cody

Title: Designated Procurement Officer

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit E

Independent Contractor Certification

**Contractor certifies he/she meets the following standards**:

1. I am registered under ORS chapter 701 to provide labor or services for which such registration is required.

2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.

3. I will furnish the tools or equipment necessary for the contracted labor or services.

4. I have the authority to hire and fire employees who perform the labor or services.

5. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist. (**Please check four or more of the following**):

\_\_\_\_ A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.

\_\_\_\_ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership.

\_\_\_\_ C. Telephone listing used for the business is separate from the personal residence listing.

\_\_\_\_ D. Labor or services are performed only pursuant to written contracts.

\_\_\_\_ E. Labor or services are performed for two or more different persons within a period of one year.

\_\_\_\_ F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature: Date: