



# Contract Review Sheet

**HE-5849-23**

Contract for Services #: HE-5849-23 Amendment #: \_\_\_\_\_

Contact: Stacey Martinez Department: Health and Human Services

Phone #: (503) 588-5288 Date Sent: Tuesday, March 19, 2024

Title: Suicide Awareness Trainings

Contractor's Name: INCITE AGENCY FOR CHANGE LLC

Term - Date From: Upon execution Expires: March 31, 2027

Original Contract Amount: \$ 169,290.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 169,290.00 Amd% 0%

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# HE1433-23

## Description of Services or Grant Award

Zero Suicide trainings for Marion County Health and Human Services employees (MCHHS) that include SafeTALK – Suicide Alertness for Everyone, ASIST – Applied Suicide Intervention Skills Training, Oregon CALM – Counseling on Access to Lethal Means, and review sessions for each course.

Desired BOC Session Date: 4/17/2024 Files submitted in CMS for Approval: 3/27/2024

Agenda Planning Date: 4/4/2024 Printed packets due in Finance: 4/2/2024

Management Update: 4/2/2024 BOC upload / Board Session email: 4/3/2024

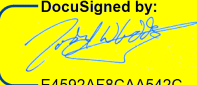
BOC Session Presenter(s) Phil Blea


## FOR FINANCE USE

Date Finance Received: 3/19/2024 Date Legal Received: \_\_\_\_\_

Comments: Y

## REQUIRED APPROVALS

DocuSigned by:  
  
 E4592AE8CAA542C  
3/26/2024  
 Finance - Contracts Date

DocuSigned by:  
  
 448C942B45ED84E4  
3/27/2024  
 Contract Specialist Date

DocuSigned by:  
  
 60C98A6E708240B  
3/27/2024  
 Legal Counsel Date

DocuSigned by:  
  
 1E984034585E453  
3/27/2024  
 Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 17, 2024

Department: Health & Human Services

Title: Suicide Awareness Trainings

Management Update/Work Session Date: Audio/Visual aids

Time Required: 10 Contact: Stacey Phone: 503-576-4594

Requested Action: Approve

Issue, Description & Background: Zero Suicide trainings for Marion County Health and Human Services employees (MCHHS) that include SafeTALK – Suicide Alertness for Everyone, ASIST – Applied Suicide Intervention Skills Training, Oregon CALM – Counseling on Access to Lethal Means, and review sessions for each course.

Financial Impacts: Health and Human Services anticipates no financial impact to other departments.

Impacts to Department & External Agencies: N/A

List of attachments: HE-5849-23 Incite Agency

Presenter: Phil Blea

Department Head Signature: Ryan Matthews

**MARION COUNTY  
CONTRACT FOR SERVICES  
HE-5849-23**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Incite Agency for Change, LLC, an Oregon Partnership hereinafter called Contractor.

**RECITALS**

WHEREAS, County issued Request for Proposal HE1433-23 for Suicide Awareness Trainings on October 10, 2023.

WHEREAS, Incite Agency for Change LLC submitted a proposal in response to HE1433-23 on October 18, 2023, which was determined to be responsive and responsible.

WHEREAS, County evaluated and scored all proposals received and issued a Notice of Intent of Award to Incite Agency for Change LLC on December 11, 2023.

WHEREAS, County wishes to engage Contractor to provide the services set forth in Exhibit A.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

**1. TERM**

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **March 31, 2027**. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond March 31, 2030.

**2. CONSIDERATION**

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$169,290.00**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.
- C. If specified below, county's payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Exhibit B: Appendix II to Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

In accordance with 2 CFR 200.331, Contractor has been designated:

- Subrecipient
- Contractor/Vendor
- Not applicable – (there are no federal funds tied to the contract)

### 3. COMPLIANCE WITH STATUTES AND RULES

- A. County and Contractor agree to comply with the provisions of this Contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules. Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of Contractor. Failure of Contractor or County to comply with the provisions of this Contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this Contract as specified in sections concerning recovery of funds and termination.

County'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, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. 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 28. C. (i) through (iv) of this Contract. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 28.C 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 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, 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. County 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 replacement.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT**

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

**5. TIME IS OF THE ESSENCE**

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

**6. FORCE MAJEURE**

Neither County 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. County 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.

**7. FUNDING MODIFICATION**

- A. County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- B. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

**8. RECOVERY OF FUNDS**

Expenditures of Contractor may be charged to this Contract only if they (1) are in payment of services performed under this Contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the Contract period.

Any County funds spent for purposes not authorized by this Contract and payments by County in excess of authorized expenditures shall be deducted from future payments or refunded to County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by County. Repayment of prior period obligations shall be made to County in a manner agreed on.

**9. ACCESS TO RECORDS**

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.

- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of three (3) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

## **10. REPORTING REQUIREMENTS**

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

## **11. CONFIDENTIALITY OF RECORDS**

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

## **12. INDEMNIFICATION AND INSURANCE**

- A. Contractor shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.
- B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

**13. EARLY TERMINATION**

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

**14. PAYMENT ON EARLY TERMINATION**

Upon termination pursuant to section 13, payment shall be made as follows:

- A. If terminated under 13A or 13B for the convenience of County, County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- B. If terminated under 13C by Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 13C or 13D by County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

**15. INDEPENDENT CONTRACTOR**

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor’s activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an “independent contractor” and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an “independent contractor”, Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

- B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of County.

**16. GOVERNING LAW AND VENUE**

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

**17. OWNERSHIP AND USE OF DOCUMENTS**

All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

**18. NO THIRD-PARTY BENEFICIARIES**

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

**19. SUCCESSORS IN INTEREST**

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

**20. MERGER CLAUSE**

This Contract and the attached exhibits constitute the entire agreement between the parties.

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

**21. WAIVER**

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

**22. REMEDIES**

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 13C by County due to a breach by Contractor, County may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost of



completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to County the amount of the reasonable excess.

- B. In addition to the remedies in sections 13 and 14 for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor’s remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

**23. INSURANCE**

A. **REQUIRED INSURANCE.** 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 and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall 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.

ii. **PROFESSIONAL LIABILITY.**

Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

- Required by County**  **Not required by County.**
- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. **CYBER LIABILITY.**

Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability 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.

- Required by County**  **Not required by County.**
- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

iv. **COMMERCIAL GENERAL LIABILITY.**

Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

**Required by County**  **Not required by County.**

**Minimum Limits:**

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. **AUTOMOBILE LIABILITY INSURANCE.**

Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

**Required by County**  **Not required by County.**

**Minimum Limits:**

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. **ADDITIONAL INSURED.**

The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds 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.

C. **NOTICE OF CANCELLATION OR CHANGE.**

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. **CERTIFICATE(S) OF INSURANCE.**

Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

**24. NOTICE**

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or email set forth below or to such other addresses or emails as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:  
INCITE AGENCY FOR CHANGE LLC  
yourfriends@inciteforchange.org

To County  
Contracts and Procurement Manager  
[PO\\_Contracts@co.marion.or.us](mailto:PO_Contracts@co.marion.or.us)  
555 Court Street NE, Suite 5232  
P.O. Box 14500  
Salem, Oregon 97309

**25. SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

**26. SEVERABILITY**

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that 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.

**27. AMENDMENTS**

This agreement may be amended if mutually agreed to by both parties.

- A. Anticipated Amendments  
This is anticipated to be amended for the following reasons:
  - i. To add additional terms and add funds to cover those additional terms.
  - ii. To adjust the rate
- B. Unanticipated Amendments  
All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

**28. CONTRACTOR’S 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, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. 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:
  - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - ii. Any tax provisions imposed by a political subdivision of this 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;
  - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Contractor's Services rendered in the performance of Contractor's obligations County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

**29. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR**

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

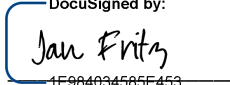
**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

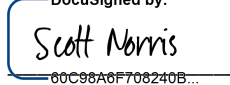
\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature:  3/26/2024  
DocuSigned by: Ryan Matthews, Administrator Date

Authorized Signature:  3/27/2024  
DocuSigned by: Chief Administrative Officer Date

Reviewed by Signature:  3/27/2024  
DocuSigned by: Marion County Legal Counsel Date

Reviewed by Signature:  3/26/2024  
DocuSigned by: Marion County Contracts & Procurement Date

**INCITE AGENCY FOR CHANGE LLC SIGNATURE**

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

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

## **EXHIBIT A STATEMENT OF WORK**

### **1. STATEMENT OF SERVICES**

Contractor shall perform Services as described below.

#### **A. GENERAL INFORMATION.**

Marion County Health and Human Services (MCHHS) implemented the Zero Suicide Initiative across MCHHS programs. One of the seven elements of the Zero Suicide framework is to train a competent, confident, and caring workforce in suicide risk assessment, prevention, and intervention. The Zero Suicide Champions committee audited high-fidelity, best-practice trainings to offer to MCHHS staff. They then compiled a Training Matrix to outline suicide prevention trainings that would be required for all staff. This Contract of service with Incite Agency for Change LLC directly meets the needs and goals of the Zero Suicide Initiative and the Zero Suicide Training Matrix.

#### **B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

Contractor shall conduct a series of workshops and trainings for County as outlined below:

##### **i. SafeTALK**

- a. Conduct SafeTALK - Suicide Alertness for Everyone, half-day workshop that trains participants to become alert helpers who can recognize individuals with thoughts of suicide, engage them in direct and open talk about suicide, and quickly connect them with someone who can do a more in-depth suicide intervention, which may include an Applied Suicide Intervention Skills Training (“ASIST”)-trained caregiver. This approach bolsters an overall network of safety.
- b. SafeTALK is approved for 3.5 CEs through the Oregon National Association of Social Workers (“NASW”) Chapter (subject to minor adjustments annually per NASW’s approval process). All participants who attend will receive a certificate of completion.
- c. Conduct SafeTALK trainings three times per contract year. Dates will be determined collaboratively by Contractor and County.
- d. Contractor shall purchase and provide training materials, refreshments, self-care items, and COVID-related supplies as needed.
- e. County shall facilitate accommodations according to the following specifications:
  - (1) One large training room. The trainings will be held in-person at a predetermined MCHHS location.
  - (2) AV hookup with sound projection.
  - (3) Ability to set up 1.5 hour prior to check-in time.

**ii. ASIST**

- a. Conduct ASIST – Applied Suicide Intervention Skills Training, an in-depth, two full-day workshop developed by LivingWorks. Backed by numerous peer reviewed studies and government reports, ASIST is recognized in the Substance Abuse and Mental Health Services Administration’s and the Suicide Prevention Resource Center’s national registry of best practices. Research demonstrates that ASIST participants benefit from significant improvement in skills and readiness to support a person with thoughts of suicide, as well as general counseling and listening skills, and that those who receive an ASIST intervention experience an increase in hope and reduced suicidality.
- b. ASIST is approved for 12.75 CEs through the Oregon NASW Chapter (subject to minor adjustments annually per NASW’s approval process). All participants who attend the full two-days receive a certificate of completion.
- c. Conduct ASIST trainings three times per contract year. Dates will be determined collaboratively by Contractor and County.
- d. The County shall facilitate accommodations according to the following specifications:
  - (1) Two training rooms close in proximity. One large enough for all participants; the second only needs to be half the capacity of the first. The trainings will be held in-person at a predetermined MCHHS location.
  - (2) AV hookup with sound and projection in both rooms.
  - (3) Ability to set up the evening before the first day and at 7 a.m. both training days.

**iii. Oregon Counseling on Access to Lethal Means (CALM)**

- a. Conduct an 8-hour training, which includes lunch and breaks, to assist health care and direct service providers in approaching Lethal Means Counseling with an informed, collaborative, and respectful attitude. Nether anti-gun nor anti-medication, Oregon CALM seeks to build confidence in addressing these highly lethal means with clients at risk of suicide.
- b. Will request approval for 6.5 CEs through the Oregon NASW Chapter (subject to minor adjustments annually per NASW’s approval process). All participants who attend receive a certification of completion.
- c. Conduct Oregon CALM trainings three times per contract year. Dates will be determined collaboratively by Contractor and County.
- d. Oregon CALM shall be delivered in-person, per the requested statement of work.
- e. For in-person trainings, county shall facilitate accommodations according to the following specifications:
  - (1) One large training room. The trainings will be held in-person at a predetermined MCHHS location.

- (2) AV hookup with sound projection.
- (3) Ability to set up 1.5 hours prior to check-in time.

**iv. Training Booster/Review Session**

- a. Conduct a 7-hour booster training, including lunch and breaks, to reinforce key concepts, refresh skills, and build confidence through structured dialogue, Q&A agency resources, customized scenarios, and additional practice opportunities for individuals who have completed SafeTALK, ASIST, and Oregon CALM in the previous 3 years.
- b. Incite will provide County Key Personnel with a detailed agenda and trainer bios for County's submission of a CE application through Oregon NASW Chapter. All participants who attend receive a certificate of completion.
- c. County Key Personnel will assist in the development and delivery of a brief (10 min) "Network of Safety Connections" resource and discussion.
- d. Conduct Training Booster/Review sessions three times per contract year. Dates will be determined collaboratively by Contractor and County. Training Booster/Review sessions shall be delivered in-person, per the requested statement of work.
- e. County shall facilitate accommodations according to the following specifications:
  - (1) One large training room. The trainings will be held in-person at a predetermined MCHHS location.
  - (2) AV hookup with sound projection
  - (3) Ability to set up 1.5 hours prior to check-in time.

**C. SPECIAL REQUIREMENTS.**

- i. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.
- ii. 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 standards applicable to Contractor's industry, trade or profession.
- iii. **KEY PERSONS.** Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:



- Michelle Bangen, MPH, CHES
  - Charlette Lumby, RN CCRN
- iv. Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.
- v. Registration: Participant registration is required by the registration deadline through Incite Agency for Change's website on the Marion County Health & Human Services password-protected event page. The Incite Events Page link (<https://www.inciteforchange.org/events>) and current password (mcZeroSuicid3), should be shared with individuals interested in registering. Individual participants need to complete their own registration so that all required fields can be collected.
- vi. Minimum Training Requirements: Each training has a minimum registration per standard operating procedures and guidelines for each individual training. Incite will communicate registration numbers with MC Key Personnel, and if the minimum registration hasn't been met one month prior to the scheduled training, we will work together to determine if another recruitment push is feasible and/or if we should open the event to other agencies and community members in order to meet the minimum. If the minimum registration requirement hasn't been met by seven business days prior to the scheduled training the decision may need to be made to cancel/reschedule the training, subject to the cancellation terms outlined in this document.
- vii. Unfilled Training Seats: With the common goal of increasing suicide prevention and intervention capacity throughout Oregon, Incite encourages partners to consider opening unfilled seats to the general community. Two weeks prior to the registration deadline for any trainings that have not yet reached maximum registration capacity, Incite will work with MC Key Personnel to determine if/how many unfilled seats may be offered to the public. Incite will promote openings through their networks to try to fill these remaining spots.
- viii. Health & Safety Precautions: Incite Agency for Change shall closely monitor local health conditions and communicable infections, as well as public health safety recommendations and requirements from national, state, and local health authorities. Incite will implement extensive safety measures for all in-person trainings. Current Health & Safety Precautions, which are emailed to participants in advance, can be found at [inciteforchange.org/health-safety](https://www.inciteforchange.org/health-safety). Adjustments to these Health & Safety Precautions should be discussed and agreed upon in advance of each training. If local health conditions indicate canceling/rescheduling a training, event-specific communication plans will be followed. Incite may request the assistance of County Key Person or designated point of contact for the duration of a training if local health and safety condition impact these precautions.

**2. COMPENSATION**

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **\$169,290.00**.

**A. METHOD OF PAYMENT FOR SERVICES:**

County shall pay Contractor the amounts specified for each of the following deliverables and goods that County has accepted.

- i. County to provide advance payment in the amount of \$5760 each contract year for all SafeTALK and ASIST training materials schedule within a single contract year, at least 5 weeks before the first training in that year, to be credited on individual training invoices. If payment is not received 5 weeks in advance, a new training date that is mutually agreed upon by Contractor and the County will be selected. Any unused materials will be retained by Contractor to be used within the contract period.

<b>Quantity</b>	<b>Training</b>	<b>Cost</b>
1	SafeTALK	\$2,250.00
1	SafeTALK	\$2,250.00
1	SafeTALK	\$2,250.00
1	ASIST	\$7,680.00
1	ASIST	\$7,680.00
1	ASIST	\$7,680.00
1	Oregon CALM	\$4,890.00
1	Oregon CALM	\$4,890.00
1	Oregon CALM	\$4,890.00
1	Training Booster/Review Session	\$3,990.00
1	Training Booster/Review Session	\$3,990.00
1	Training Booster/Review Session	\$3,990.00

<b>Total Quantity of Trainings per Contract Year</b>
<b>12</b>
<b>\$56,430.00</b>

**B. BASIS OF PAYMENT FOR SERVICES.**

Milestone progress payments for completed Services. County shall pay Contractor all amounts due for Services completed and accepted by County and for Goods delivered and accepted by County at the following milestones after County’s approval of Contractor’s invoice to County for those Services and Goods.

**C. EXPENSE REIMBURSEMENT.**

County will not reimburse Contractor for any expenses under this Contract.

D. GENERAL PAYMENT PROVISIONS.

Notwithstanding any other payment provision of this Contract, failure of Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this Contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by County to Contractor, and shall continue until Contractor submits required reports, performs required services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Contractor.

E. INVOICES.

Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

F. CANCELLATION

Cancellations by the County between 5-10 business days prior to a scheduled training will be invoiced at 50%, and cancellations by the County less than 5 business days prior to a scheduled training will be invoiced at 100%. If training is canceled by the Contractor, every effort will be made between both parties to reschedule the training date within the contract period.

**Marion County**  
**Attn: Health and Human Services, Health AP**  
**HealthAP@co.marion.or.us**  
**3160 Center St NE**  
**Salem, OR 97301**