



Agreement Number 136384

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number **02** to Agreement Number **136384** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Yamhill County
Acting By and Through Its
Health and Human Services Department
Attn: Emily Piper
627 NE Evans Street
McMinnville, OR 97128
Telephone: (503) 434-7523
Facsimile: (503) 434-7426
E-mail address: pipere@co.yamhill.or.us**

hereinafter referred to as "County."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. Amend **EXHIBIT A, Part 1,"Statement of Work" and Part 2 "Consideration"** by deleting them in their entirety and replacing them with Attachment 1 herein.

B.O. 14-154

- b. Amend **EXHIBIT D**, “Required Federal Terms and Conditions “by deleting it in its entirety and replacing it with Attachment 2 herein.

3. Certification.

- a. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:
- (1) Under penalty of perjury the undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
 - (2) The information shown in Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
 - (3) To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

- (4) County and County'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>;
 - (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
 - (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.
- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. **County Data and Certification.** County shall provide current information as required below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS):

Yamhill County

Street address:

535 NE 5th St

City, state, zip code:

McMinnville, OR 97128

Email address:

pipere@co.yamhill.or.us

Telephone:

(503) 434-7523

Facsimile: (503) 434-7426

Federal Employer Identification Number:

93-6002318

Proof of Insurance:

Workers' Compensation Insurance Company:

Citycounty Insurance Services

Policy #: WC-YAMC-13

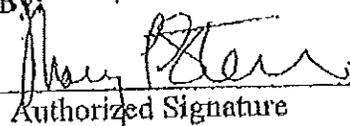
Expiration Date: 6/30/2014

County shall provide proof of Insurance upon request by DHS or DHS designee.

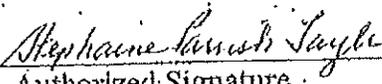
5. Signatures.

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

Yamhill County

By:  Chair, Board of Commissioners 3/20/14
Authorized Signature Title Date

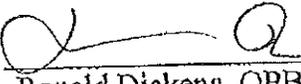
State of Oregon acting by and through its Department of Human Services

By:  Director 3/25/14
Authorized Signature Title Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2) _____
Assistant Attorney General Date

Office of Contracts and Procurement:

 3/25/14
Ronald Dickens, OPBC Date

Approved As To Form
by 
Christin Boentsch
County Counsel
Yamhill County

Attachment 1

EXHIBIT A

**Part 1
Statement of Work**

1. Purpose and Goals

- a. The purpose of this Agreement is to participate with the Social Security Administration (SSA) in implementing the "Ticket to Work and Self Sufficiency Program" for SSA beneficiaries, as described in 20 CFR Part 411-The Ticket-To- Work and Self-Sufficiency Program. The Department of Human Services, Vocational Rehabilitation (VR); the Employment Network (EN) of Record with SSA; works with the mental health agency or community mental health program, hereafter referred to as Employment Network (EN) satellite, for the sole purpose of the execution of an individualized, evidence-based employment support program, for participating SSA Beneficiaries, in order to create incentives for them to continue to work.
- b. The goals of this Agreement are to:
 - (1) Strengthen the partnership between VR and the EN satellites to achieve the provision of EN services for people with disabilities and expand available employment services for SSA Beneficiaries.
 - (2) Assist SSA Beneficiaries through vocational services to obtain earnings that allow them to be self-supporting, and/or to obtain earnings at or above the Substantial Gainful Activity level (SGA) for a sustained period of time.
 - (3) Utilize Ticket to Work revenue for the growth of evidence-based practice supported employment programs.
 - (4) Establish processes for development of client employment plans or VR Individual Plan for Employment (IPE), that complies with requirements of 20 CFR Part 411- Subpart G - 411.450-"What is an Individual Work Plan?"

- (5) Establish a long-term commitment between VR and the EN satellites for collaboration and supports for SSA Beneficiaries seeking gainful full-time employment at minimum wage or above.

2. **Definitions**

For the purposes of this Agreement, the following definitions apply:

- a. **"Ticket to Work (TTW)"** is defined as an employment program created in 1999 by the Ticket to Work and Work Incentives Improvement Act and is administered by the Social Security Administration (SSA). The program is voluntary and offers beneficiaries, expanded opportunities to obtain the services and supports that they need to work and to achieve their employment goals.
- b. **"SSA Beneficiaries"** are defined as adults between ages 18 through 65 who are receiving Social Security Disability Insurance (SSDI) and/or Supplemental Security Income (SSI) based on disability
- c. **"Employment Network (EN)"** is defined as either an agency or instrumentality of a State (or political subdivision of the State) or a private entity that assumes responsibility for the coordination and delivery of employment, vocational rehabilitation or other support services to those beneficiaries who have assigned their Tickets to the EN.
- d. **"Individual Plan for Employment (IPE)"** is defined as an written plan between the beneficiary and the VR agency and lists services that VR will provide to the beneficiary and outlines the mutual commitment they are making to each other.
- e. **"Benefits counseling"** is defined as professional information services that allow a VR client and/or a SSA Beneficiary to understand the effect that employment will have on his or her public benefits.
- f. **"Timely Progress Review"** is defined as the employment plan

review that is conducted by SSA through the beneficiary and the EN to assure that beneficiaries are making progress toward greater self-sufficiency. Guidelines for these reviews are not based on the individual VR employment plan; they are based on general SSA guidelines.

- g. **"EN Satellites"** is defined as public or private agencies contracted under this Agreement to collect a portion of Ticket to Work payments under another EN of record with the SSA. EN satellites are not an established EN with the SSA.

3. **Statement of Work**

- a. **VR** will perform the following tasks:
 - (1) Oversee the maintenance & submittal of client employment plans (IWP or IPE) and all required documentation for ticket assignments.
 - (2) Refer VR clients to Benefits Counseling services through the Work Incentive Network (WIN) or Work Incentives Planning and Assistance (WIPA).
 - (3) Provide training to the EN satellites on comprehensive work incentives, Ticket to Work, and the new State and Federal work incentives to support full-time employment for SSA Beneficiaries.
 - (4) Operate as the Administrative Unit for purposes of tracking Tickets and Ticket claims processing.
 - (5) Provide an annual report to each of the EN satellites. This will include the following:
 - A. A list of SSA Beneficiaries with Tickets that are being tracked by VR.
 - B. Milestone-Outcome payments requested and/or paid to EN satellites for Tickets assigned & tracked in the calendar year.
 - C. Total payments paid and denied to date, including reason for denial.
 - D. Total Administrative costs for SSA Beneficiaries served during calendar year.

(6) Identify the current Ticket to Work Program Coordinator as the point of contact for the EN satellites.

b. **EN Satellites** will perform the following tasks:

- (1) Agree to utilize the Ticket to Work revenue for the purpose of growth of evidence-based practice supported employment programs.
- (2) Identify staff person(s) to be the Ticket liaison with VR.
- (3) In cases where the EN satellite also operates as an independent EN with SSA, the EN satellite/EN needs to ensure programmatic oversight of the ticket assignment and un-assignment process in cases where SSA Beneficiaries are referred to VR by the EN satellite/EN. VR will work with the EN satellites on ticket assignment status prior to VR services.
- (4) Submit client SSA Beneficiary referral reports and any other required documentation to VR for claims processing on a pre-established timeframe set by DHS.
- (5) Maintain at least quarterly contact with the assigned Ticket holder, while the Ticket is assigned to VR, and assess the need for additional services and provide or arrange for the provision of such services when appropriate to assist with job retention or advancement.
- (6) Maintain documentation of these contacts on file in a secured location, either hard copy or electronic, and make them available for VR/SSA review upon request.
- (7) Work with VR to implement training for the EN satellite's staff on, Ticket to Work, SSA work incentives, claims processing procedures, documentation & processes and attitudinal barriers to employment.
- (8) Direct SSA Beneficiaries to Maximus, the designated SSA Ticket Administrator, if they have questions regarding their Ticket status. Any other questions regarding Ticket should be directed to the VR point of contact.

- c. **EN satellites & DHS/VR** will perform the following tasks:
- (1) Work to ensure all SSA Beneficiaries are informed of their rights and choices under the Ticket Program. This will include information regarding the voluntary nature of the Ticket program and consumers' options under the Ticket. Timely Progress rules should be reviewed with SSA Beneficiaries during follow along support is provided by the Employment Network.
 - (2) Collaborate to assist SSA Beneficiaries in getting access to accurate information on the impact of employment on their federal and state benefits and, when appropriate, refer SSA Beneficiaries to available benefits counseling services through the Work Incentive Network (WIN) or Work Incentives Planning and Assistance (WIPA).
 - (3) Work collaboratively to determine the most efficient and accurate mechanism for tracking earnings data and maintaining contact with SSA Beneficiaries, if necessary, over the long term.

d. **Specifications of Performance Standards**

DHS requires that the County meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. This includes meeting the Standards and Fidelity rating required by the Oregon Supported Center for Excellence.

4. **Evaluation**

The Ticket-To-Work shared payment agreement partnership between VR and the EN satellites will evaluate the effectiveness of this partnership yearly. Parties will use the evaluation provided by VR to measure:

- a. Gaps in the service delivery system for both parties.
- b. Effectiveness of tracking employment outcomes for SSA Beneficiaries receiving long term employment supports.
- c. Tracking types of services delivered by EN satellites.
- d. Timeliness of payments.

- e. Timeliness and thoroughness of Timely Progress Reviews in accordance with 20 CFR Part 411-The Ticket-To-Work and Self-Sufficiency Program, Subpart C- Suspension of Continuing Disability Reviews for Beneficiaries Who are using a Ticket?

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT A

**Part2
Consideration**

1. Payment Provisions

VR will track Ticket Outcome/Milestone payments received for EN satellite consumers on a calendar year basis. VR will make payments directly to the EN satellite on a percentage basis, as charted below. Payments will be made to the EN satellite within 45 days after receiving payments from SSA. Percentage of payment structure is as follows:

TTW Payment Phase	Percentage to VR	Percentage to EN Satellite
1	50%	50%
2	35%	65%
3	20%	80%

Ticket Milestone/Outcome payments are not a fee for service. Ticket Milestone/Outcome payments are supplemental payments from SSA, paid to the EN for specific employment goals that are reached by the beneficiary. Ticket Milestone/Outcome payments will not be used to replace the DHS supported employment grant awards. All TTW revenue is excluded from OHS reporting requirements and will be exclusive from other DHS/EN County Agreements.

2. Travel and Other Expenses

DHS shall not reimburse County for any travel or additional expenses under this Agreement.

Attachment 2

EXHIBIT D

Required Federal Terms and Conditions

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

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit

Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to County under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or

future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

- h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. HIPAA Compliance. As a Business Associate of a Covered Entity, DHS must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and DHS must also comply with OAR 125-055-0100 through OAR 125-055-0130 to the extent that any Work or obligations of DHS related to this Agreement are covered by HIPAA. County shall determine if County will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that County will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, DHS as specified in the Agreement, County 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 County and DHS for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that County is performing functions, activities, or services for, or on behalf of DHS, in the performance of any Work required by this Agreement, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate DHS Privacy Rules, OAR 407-014-0000 et. seq., or DHS Notice of Privacy Practices. A copy of the most recent DHS Notice of Privacy Practices may be obtained by contacting DHS or by

9. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
10. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to DHS clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to

comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

11. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
12. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete.

County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

13. Agency-based Voter Registration. County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

14. Disclosure.

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in

which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
 - c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
 - d. County shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.
- 15. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:
- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to

Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK



DHS SHARED SERVICES
Office of Contracts and Procurement



John A. Kitzhaber, MD, Governor

250 Winter St NE, Room 306
Salem, OR 97301
Voice: (503) 945-5818
FAX: (503) 373-7365

DOCUMENT RETURN STATEMENT

March 4, 2014

Re: Document #: 136384-2, hereinafter referred to as "Document."

Please complete the following statement and return it along with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information form (if applicable).

Important: If you have any questions or find errors in the above referenced Document, please contact the contract specialist, Ron Dickens at (503) 945-6949.

I Mary P. Stern, Chair, Board of Commissioners,
(Name) (Title)

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and Yamhill County Mental Health, by e-mail from Tami Goertzen on March 4, 2014.

On 3/20/14, I signed the electronically transmitted Document without
(Date)

change. I am returning the completed signature page and Contractor Data and Certification page and/or Contractor Tax Identification Information form (if applicable) with this Document Return Statement.

Mary P. Stern
(Authorizing Signature)

3/20/14
(Date)

