

Agreement Number 154323



**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 Agreement is 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
627 NE Evans Street
McMinnville OR 97128
Attn: Silas Halloran-Steiner
503-434-7523
halloras@co.yamhill.or.us

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to DHS'

CAF – Child Welfare
District 3 Admin
3420 Cherry Ave NE
Salem OR 97303
Attn: Amy Kirby
503-373-1420
Amy.kirby@state.or.us

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on July 1, 2017, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2018. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

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

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

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, B, A, and C.
- c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. Consideration.

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is \$312,500.00. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. DHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Vendor or Sub-Recipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, DHS' determination is that:

County is a sub-recipient County is a vendor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.658

5. County Data and Certification.

- a. **County Information.** County shall provide information set forth 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 Fifth Street

City, state, zip code: McMinnville OR 97128

Email address: halloras@co.yamhill.or.us

Telephone: (503) 434 7523 Facsimile: (503) 434 4907

Proof of Insurance:

Workers' Compensation Insurance Company: City County Insurance Services

Policy #: 16WYAMC Expiration Date: 6/30/17

The above information must be provided prior to Agreement approval. County shall provide proof of Insurance upon request by DHS or DHS designee.

- b. **Certification.** 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) The information shown in this Section 5., County Data and Certification, is County's true, accurate and correct information;
- (2) 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;
- (3) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of

Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- (4) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
 - (5) 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.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, 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.

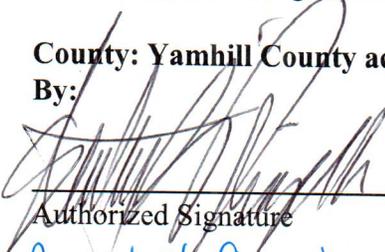
EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

County: Yamhill County acting by and through its Health and Human Services

By:



Authorized Signature
Board of Commissioners, Chair
Title

Stan Primozich

Printed Name
6/15/17

Date

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

By:

Authorized Signature

Title

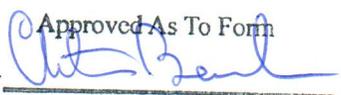
Printed Name

Date

Approved for Legal Sufficiency:

Jeffrey J. Wahl, Assistant Attorney General
Assistant Attorney General

May 30, 2017
Date

Approved As To Form
by 

Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
6-15-17 by Board Order
17-205

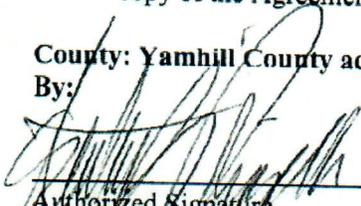
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6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

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Authorized Signature
Board of Commissioners, Chair

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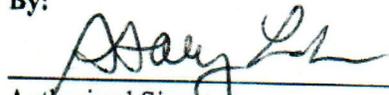
Stan Primozich

Printed Name
6/15/17

Date

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

By:



Authorized Signature
DR Manager

Title

Stacy Lake

Printed Name
6/19/17

Date

Approved for Legal Sufficiency:

Jeffrey J. Wahl, Assistant Attorney General
Assistant Attorney General

May 30, 2017

Date

Accepted by Yamhill County
Board of Commissioners on
6-15-17 by Board Order
17-205

EXHIBIT A

Part 1 Statement of Work

DHS requires that County meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

1. Purpose

As directed by the Oregon Revised Statutes (ORS) 418.580 through 418.598, the County and the Department of Human Services execute this Agreement for the provision of Strengthening, Preserving and Reunifying Families Services (SPRF).

2. Background

- a. The Strengthening, Preserving and Reunifying Families Program (the “Program”) was created by the Oregon legislature with the goal of reducing trauma to children who are removed from their families of origin because of reasons of abuse or neglect, and to resolve those issues by means of offering family-focused services starting at the assessment phase of the case and extending into aftercare services when children are returned home.
- b. Services provided will be culturally-competent, evidenced-based or evidence informed, client-centered, and family-focused. Services will be both front-end intervention programs in the home and community to support and maintain in-home placement; and services in the home, community and with the foster parent, child and biological parents to support early reunification programs.
- c. The overall goals of the Program are to safely and equitably reduce the number of children in the foster care system by reducing the length of stay in foster care, maintaining children safely at home with their parents or caregivers, reducing the re-referral and reentry rates of families into the child welfare system, and increasing the timeliness to permanency.

3. Definitions:

- a. “Client”, “Clients” or “Client Families” means person who are part of a DHS-defined family-unit and identified on the referral for service as being the authorized recipient of services provided by County under the terms and conditions of this Agreement.
- b. “Child” or “Children” means children and youth who are part of an open case with DHS Child Welfare in Yamhill County, regardless of whether the Child is currently in substitute care or is receiving in-home services. Children ages 18 and older may reside with their parents or caregiver’s in-program while receiving services as long as the Child is authorized by DHS.

- c. “DHS Caseworker” means DHS Child Welfare staff. Although County will coordinate aspects of an individual Child’s case management responsibility with one primary DHS Child Welfare Caseworker, there are circumstances when the term “DHS Caseworker” may also include DHS supervisor, managers or technical staff, and can include Child Welfare workers with experience in other Child Welfare Disciplines, such as Child Protective Services, foster care, family based services, residential services, or adoptions, among others.
- d. “Conflict of Interest” means a set of circumstances that creates a risk that professional judgment or actions regarding a primary interest will be unduly influenced by a secondary interest.
- e. “Transitional Treatment and Recovery Services” or “TTRS” means Yamhill County Sober Housing and Recovery Services, also referred to as the “Program”
- f. “Office of Child Welfare Programs” or “Child Welfare” is a program office within DHS whose primary responsibility is the safety and protection of Oregon’s Children. This Agreement is written for the primary benefit of the Child Welfare program in Yamhill County Oregon. Yamhill County resides in DHS District 3. The chief DHS representative in District 3 is the District Manager, based in Salem.
- g. “Reporting Period” means a calendar month. Each calendar month is a separate Reporting Period.

4. Overview

Services provided are culturally-appropriate, client-centered, and family-focused. The Yamhill County TTRS Services can be both front-end intervention programs in the home and community to support and maintain in-home placement; or services in the home, community with the foster parent, child and parents or caregivers to support early reunification programs.

The goal of this service is to assist Client Families to become self-sufficient, access services, and provide a safe environment for their family by removing barriers to engaging in services, while opening access to the development of a safe, stable, community based support network Transitional Treatment Recovery Services to assist the family with their goals of safety and stability.

5. Referral Protocols

- a. DHS Child Welfare will identify eligible Client populations through staffing cases to assure appropriate families are referred for the service. DHS will initiate referrals for services to the County based on identified Client or Client Family needs, and upon acceptance the County shall collaborate with the referring Caseworker on the

most suitable and beneficial service outcome under this Agreement. County shall accept referrals during normal business hours, which are 8a.m. – 5p.m. Monday through Friday.

- b. County shall screen for appropriateness in TTRS or intake setting(s) to assure families meet alcohol and drug treatment criteria. Clients must meet guidelines for medically necessary alcohol and drug treatment and must not present an immediate threat to other.

Eligibility:

Clients may be single or married male or female heads-of-household, and include their traditional or non-traditional families.

Clients must be involved with the Child Welfare system and have identifiable and documented barriers to Child safety. Clients referred for services may include Parents and their Children, Parents working to be reunified with their Children who are placed in substitute care and Children who may not be biological siblings to other Children in the household, and other combinations of Families and family-units defined by DHS.

Client populations may be enrolled in any of County’s programs. County may provide services to a variety of populations in any given treatment setting. County shall provide any and all information pertaining to dependency case and medical diagnoses and psychosocial history at the time of the referral.

County shall facilitate routine weekly case staffing between DHS Child Welfare and County to identify newly eligible referrals and to review existing Client progress, including transition planning to support Families in a long-term sustainable plan.

County’s services are expected to last from 3 to 12 months for all referrals with the average being approximately 6 to 9 months. County shall obtain prior approval from the DHS assigned Caseworker in cases where additional time is necessary.

County shall provide services to an average of 12 families per month.

6. Performance Work Statement

ORS 418.580 (2)(c) allows for contracts entered into for Program Services to be performance-based. This Agreement is entered into by the parties to this Agreement with the understanding that this is a performance-based contract and as part of administration of the Agreement, DHS will be monitoring the outcome data and working with the County to assist in achieving specific performance standards as defined in Section 8.

All Services under this Agreement as provided by the County will be directly related to meeting the outcome measures as defined in Section 8.

County shall provide the following service array:

- a. County shall provide supervised transitional housing services to Clients and Client Families, as follows:
 1. County shall provide TTRS through short-term alcohol-free and illicit drug-free transitional housing to Clients in Yamhill County, and provide support and guidance to Client Families in transition to a self-sufficient lifestyle. The transitional housing must provide a safe, structured, and supervised environment for Clients to learn life skills and develop on-going independent living skills.
 2. Clients may be single or married male or female heads-of-household, and include their traditional or non-traditional families.

Clients must be involved with the Child Welfare system in and have identifiable and documented barriers to Child safety. Clients referred for services may include Parents and their Children, Parents working to be reunified with their Children who are placed in substitute care and Children who may not be biological siblings to other Children in the household, and other combinations of Families and family-units defined by DHS.

3. County shall provide DHS with capacity for up to 12 Client Families monthly, which includes at least one recovery home for men parenting their Children, an additional recovery home for women parenting their Children, for Children ages 0-8 years old, unless otherwise screened and agreed upon between County and Child Welfare on a case by case basis, experiencing housing and stability crisis as approved through the screening process, for approximately 3 to 12 months.
4. County shall provide DHS one two-bedroom intake house that will serve Families of all ages in crisis short term while screenings and referrals are being processed, for approximately 0 to 30 days.
5. County is responsible for all rent or lease payments, insurance costs, repair, maintenance and upkeep costs, utilities, including electricity, water, garbage, sewer charges, natural gas (if warranted), and minimum basic cable television service, and all other costs of providing the home or facility for transitional housing services. County shall not charge or assess any costs to any Client Family without the specific written approval of the DHS Contract Administrator.
6. County shall ensure that the home or facility provided by County for short-term transitional housing is fully habitable in addition to other requirements or conditions required or mandated by this Agreement, or any state, federal or local rule or law.

7. County shall ensure that space for each Client Family includes, at a minimum, a private bedroom for the specific and exclusive use by the Client-family, and free and open access to bathroom and kitchen facilities, and the family and common areas within the house or facility.
 8. The house or facility provided by County must be fully furnished and equipped and ready for immediate occupancy, stocked with supplies ongoing by County, including, but not limited to: bathrooms are fully stocked with towels and toilet paper; bedrooms must be appropriately furnished and have adequate bedding and pillows; kitchen must be furnished with equipment to properly prepare food and snacks, the plates, glasses and utensils needed to eat, and products for cleaning after meals; the family room and common areas must be comfortably and adequately furnished; and a vacuum and general cleaning products must be provided for general cleaning of the home itself.
 9. County shall ensure that Client Family living space is furnished in the home or facility for DHS staff and other service providers to meet with Clients within the facility.
- b. County shall provide the services of a Lead Housing Coordinator, on-site as needed seven days a week within the home, who represents DHS and County in daily administration of the transitional living home or facility. County's Lead Housing Coordinator must:
- (1) Be available seven days a week and represent DHS and County in providing supervision of Clients and the facility itself;
 - (2) As part of an intake process when Client first arrives at the home or facility, provide an orientation on the house rules and program expectations. Client and Client family must attend the orientation together at one time;
 - (3) Monitor the safety of Clients and monitor compliance with facility rules and assist Clients in resolving problems within the facility;
 - (4) Provide consultation to the Certified Recovery Mentor(s) with any challenges or behavior issues that have occurred in the home;
 - (5) Oversee any complaints or grievances submitted by Clients residing in the home or facility; create behavioral-mitigation agreements between Clients and others, and report to the DHS Caseworker for Clients who have ongoing challenges and behaviors;
 - (6) Administer onsite drug and alcohol screening;
 - (7) Coordinate support and stabilization services for Families

- c. County shall provide the services of a Housing Coordinator, on-site seven days a week within the home, who represents DHS and the County in daily administration of the transitional living home or facility.

County's Housing Coordinator must:

- (1) Be available seven days a week and represent DHS and the County in providing supervision of the Clients and the facility itself;
- (2) As part of an intake process when Client first arrives at the home or facility, provide an orientation on the house rules and program expectations. Client and Client family must attend the orientation together at one time;
- (3) Monitor the safety of Clients and monitor compliance with facility rules and assist Clients in resolving problems within the facility;
- (4) Provide consultation to the Certified Recovery Mentor(s) with any challenges or behavior issues that have occurred in the home;
- (5) Oversee any complaints or grievances submitted by Clients residing in the home or facility; create behavioral-mitigation agreements between Clients and others, and report to the DHS Caseworker for Clients who have ongoing challenges and behaviors;
- (6) Administer onsite drug and alcohol screening; and

- d. County shall provide the services of a Certified Recovery Mentor(s), to assist Clients as follows. County's Certified Recover Mentor must:

- (1) Conduct a Client Family needs assessment to determine the Family's needs and the barriers to self-sufficiency;
- (2) Provide Certified Drug and alcohol counseling within the scope of their work;
- (3) Encourage Client to develop skills that will help them manage the household budget, and resist impulsive financial decisions which can destabilize housing for the Family;
- (4) Assist the Parent in creating a savings account with a minimum of 30% of their TANF grant to be placed in savings for the Family to use to transition into unsubsidized housing or other unsubsidized living expenses (day care, buying a home,

expungement fees, etc) if the Client qualifies for TANF;

- (5) Provide training to address issues as poor rental history, poor credit history, low income, criminal records, with the outcome to help the Client improve their prior histories that were a barrier to their ability to access safe and affordable housing;
- (6) Assist Clients in developing specific housing plans that address specific housing needs and assist with removing barriers to permanent and stable housing, such as: expungement of eligible historical infractions, whenever possible;
- (7) Inform Client about community resources that assist them in continuing to maintain and increase stability, such as drug and alcohol treatment and other family based services; and
- (8) Assist Clients in arranging for a Child Care Provider, per DHS Child Care Contracted support. The Child Care Provider must:
 - (a) Be a certified provider and approved by the Child Care Resource & Referral of Marion, Polk & Yamhill Counties as a quality Child care provider; and
 - (b) Provide short-term management and supervision of Children when the Parent is unavailable to Parent.
- (9) Assist Client, when appropriate or determined by DHS to be necessary, in obtaining transportation services in order to facilitate Client's participation in recovery related activities, such as referral to obtain a bus pass or gas vouchers.
- (10) Assist Client with connections to existing community based services and streamlined networking between County or their subcontractors, or other community service providers, which could include but are not limited to:
 - (a) Comprehensive drug and alcohol screenings and assessments;
 - (b) Outpatient treatment services including counseling and mentors;
 - (c) Adult and Children's Mental Health Services which are state licensed and certified Community Mental Health Program;
 - (d) Parent education;
 - (e) Employment readiness support services;
 - (f) Family stability services; and
 - (g) Employment as appropriate, such as JOBS and OFFSET coordination with Self Sufficiency partners based on eligibility.

e. Provide the services of (.5 FTE) Parent Coach. County's Parent Coach must:

1. Be available to assist the parent from after school until bedtime
2. Assist in coaching parent in how to deal with child's emotions and behaviors
3. Assist parent with child(ren)'s hygiene (bathing, brushing teeth, washing hair etc.)
4. Assist parent with making dinner.
5. Assist parent and children with homework
6. Assist parent and child with appropriate expectations around keeping child's room clean and orderly.
7. Assist parent with appropriate discipline for child(ren).

County shall not deny DHS access to the home or facility at any time or for any reason.

DHS maintains the right to place conditions or restrictions on, limit or terminate any Client or transitional housing or housing services provided to or for any Client being provided by County under the terms and conditions of this Agreement.

f. County Staff Requirements:

County shall ensure that staff assigned by the County to provide Client transitional housing services:

- (1) are free from alcohol and illicit drug use for a minimum of two years immediately preceding providing these services.
- (2) do not have an active open abuse or neglect allegation record with Child Welfare for a minimum of one year immediately preceding providing these services.
- (3) are not currently on probation or parole.
- (4) do not have any arrests, charges, convictions, or be on probation or parole for a sexual offense.
- (5). are prohibited from initiating or engaging in inappropriate behavior or actions with any DHS Client at any time.

County shall immediately remove the staff, subcontractor or volunteer from the home or facility when any behavior or action above has been identified.

- (6) County shall notify the DHS Contract Administrator within one business day of identifying the conflict if the County or staff is made aware of a real or

perceived conflict of interest. The DHS Contract Administrator and County shall immediately begin discussing the conflict and determine the resolution.

g. County Staff Qualifications:

Housing Coordinators: Must have a Bachelor Degree in Social Sciences or a related subject area, at least two years of experience in social work or similar field working with families involved in the Child Welfare system or an appropriate combination of education and experience.

Certified Recovery Mentors: Must have at least a DHS approved addiction training program as a Certified Recovery Mentor (peer delivered services) and meet abstinence requirements for recovering staff in alcohol and other drug treatment programs (two years of abstinence is required if doing Certified Alcohol and Drug Counselor duties).

Parent Coach: Must have a minimum of a Bachelor's degree in social services, psychology or another related field, with an emphasis on child development, family dynamics and parenting preferred, and a minimum of two years' experience working with at-risk families or a combination of other experience that is relevant, especially those experiencing poverty and homelessness, substance abuse and mental health disorders or domestic violence.

h. County shall provide Client transportation services in order to facilitate Client's participation in TTRS services. DHS strongly prefers that all Client transportation services be provided using County's vehicles; however County may provide those services through its employees' private vehicles. All vehicles and drivers providing transportation under this Agreement are subject to the conditions below. Prior to performing Client transportation services for DHS Clients, County shall provide the DHS Contract Administrator a written certification that all drivers performing Client transportation services under this Contract (Drivers) meet all of the requirements listed below.

a. Insurance:

County shall obtain and maintain Commercial Automobile Liability insurance at the liability limits described in Exhibit C "Insurance Requirements" throughout the term of this Agreement.

b. Driver Standards. County shall insure any person performing Client transportation services (Drivers) meets all of the following requirements. Driver must:

- (1) be currently and legally licensed to operate the transporting vehicle according to the laws and regulations of the State of Oregon;
- (2) not have the following criminal history:

- (a) Have been convicted or currently under the investigation of a crime in the category of homicide;
 - (b) Have been convicted or currently under the investigation of a crime related to a sexual offense; or
 - (c) Currently have a pending or unresolved criminal charge.
- (3) not have been convicted of the following:
- (a) Hit-and-run driving;
 - (b) Reckless driving as defined in ORS 811.140 or the substantially similar crime in another state;
 - (c) Fleeing or attempting to elude a police officer while driving a motor vehicle;
 - (d) Failure to perform the legal duties of a driver involved in an accident or collision which results in injury or death of any person;
- (4) not been convicted of a crime as follows:
- (a) Listed in ORS 342.143(3)(a)(A), (B) or (C);
 - (b) Involving child abuse, sexual offenses, or child neglect;
 - (c) Involving offenses against persons, violence, threat of violence, or theft;
 - (d) Involving activity in drugs or alcoholic beverages, including driving under the influence of intoxicants; or
 - (e) That bears a substantial relation to the functions and duties under the terms and conditions of the Contract.
- c. County's employee that performs the function of Driver must:
- (a) not have had a driver's license suspended by the Oregon Division of Motor Vehicles, or a similar agency in another state, for a cause involving the unsafe operation of a motor vehicle or because of sanctions against a driving record;
 - (b) not have had driving privileges revoked or suspended as a habitual offender under ORS 809.600, or a substantially similar provision in another state; or
 - (c) not have a driving record that has an accumulation of 31 points based on the point system established in OAR 581-053-0050(3)(G).
 - (d) not consume any alcoholic beverage regardless of its alcoholic content or any drug that may affect the ability to operate a vehicle safely within eight hours prior to providing Client transportation services.

- d. If any employee is in violation of any provision listed above, or, to the best of the County's knowledge is currently under investigation of such actions, the County shall immediately remove the employee from providing any Client transportation services to any DHS Client if any employee is in violation of any provision listed above, or, to the best of the County's knowledge is currently under investigation of such actions.
- e. County shall ensure that Drivers:
 - (1) Refrain from smoking or the use of any tobacco product at any time while providing Client transportation services;
 - (2) Secure any articles in the passenger compartment of the transporting vehicle likely to cause injury to the occupants in the event of an accident, sudden stop or emergency evasive action;
 - (3) Ensure vehicle is sufficiently fueled prior to transporting DHS Clients and refrain from refueling the vehicle while transporting DHS Clients;
 - (4) Provide adequate lighting, ventilation and heating in the transporting vehicle appropriate to the environment;
 - (5) Not carry, nor shall the vehicle transport, guns, knives, mace, pepper spray or weapons of any type or any potentially hazardous material when providing Client transportation services; nor shall the County allow any mace, pepper spray or weapons of any type to be stored in any vehicles used to transport DHS clients or staff.; and
 - (6) Have telephonic means available and follow all applicable laws regarding use of telephonic devices while driving. Telephonic device shall be used for contacting emergency assistance. Client transportation providers are prohibited from use of a cell phone or other telephonic or electronic device not specifically designed for use while driving while transporting DHS Clients.
- f. Vehicle Standards. County shall ensure that Client transportation vehicles meet the following standards when being used for Client transportation services:
 - (1) Vehicle is fully registered and licensed according to the laws of the State of Oregon, and is in good and safe operating condition that meets or exceeds the applicable minimum standards, rules and laws for vehicle safety;
 - (2) Vehicle has a clean and uncluttered passenger compartment;
 - (3) Vehicle has a certified and properly installed child-safety seat, booster seat or other device required by law or rule for the

transport of children that shall be utilized as required by rule or law; and

- (4) Vehicle has seat belts that are properly installed and maintained and used by all occupants of the vehicle at all times the vehicle is in operation.

7. Reports of Abuse and Safety Plan Violations: County shall report immediately:

- a. Any concerns about the safety of the children, or the safety and stability of the home environment to the local child abuse reporting number.
- b. Contact from alleged offenders to the assigned DHS caseworker. County Services will not be provided when uncontrolled offenders have continued access to children in their homes.
- c. Any violation of the protective action, safety plan or relapse prevention plan to the DHS caseworker within 24 hours of observation. For example: the parent's unwillingness or ability to comply with the protective action or safety plan.

8. Program Outcome Measures

With DHS's implementation of performance-based contracting, Child Welfare will gather end of service data reported out by the County and validated by Child Welfare. Child Welfare will utilize this and other data to work with the County to support continuous improvement efforts which promote better outcomes for children and families.

- a. Transitional Treatment and Recovery Services will be based on successful achievement of the following outcome expectations:
 - 1) **Achieved:** Client is actively engaged in or has completed treatment program and transitioned to agency approved living situation with child OR child was reunified with non-custodial parent (non-required agency removal)
 - 2) **Partially Achieved:** Client did not complete treatment program but child remains with parent in an in-home safety plan;
 - a. **OR** client achieved sobriety but did not complete treatment program.
 - b. **OR** child removed but parent remained in treatment and achieved AMH completion standards (child not returned prior to service closure date)
 - 3) **Not Achieved:** Client did not engage in treatment program, did not transition to agency approved living situation **and** child removed or place in foster care.

When a dispute arises in regards to whether or not child-driven outcomes have been achieved by the County, DHS will make the final decision.

Outcomes measures may be modified deleted or exchanged as necessary and if so, will be completed through written amendment.

9. Reporting

County shall provide the following reporting:

- a. A monthly progress report to the Client's primary DHS Caseworker, to include any changes in barriers to success, changes in strategies to achieve success, ongoing summary of service provisions and progress towards outcomes. County's report must be received by the DHS Caseworker no later than the 10th calendar day following the end of the month of service provision.
- b. A closing report to summarize the results of Client Families achieving performance outcomes as described in Section 8. County shall provide within 10 calendar days of the last service provided for each Client Family:
 1. Progress toward, or final, Client outcomes (to also be included on the DHS invoice)
 2. Next steps or recommendations for further treatment.
- c. Verbal Updates:
 - (1) County shall provide the Child Welfare Caseworker with immediate verbal updates when significant issues arise during the provision of services.
 - (2) County shall, after two consecutive absences on the part of the Client-family, immediately inform the Client Family that all remaining sessions have been temporarily suspended pending consultation with the Child Welfare Caseworker. If approved by DHS, the sessions may proceed. This suspension process will occur at every future instance of missed appointments without prior notification.

EXHIBIT A

Part 2 Payment Provisions

1. Payment Provisions:

- a. As consideration for the services provided by the County during the period specified Section 1. Effective Date and Duration, DHS will pay to the County, a maximum not-to-exceed amount as specified in Section 3. Consideration, as follows:

DHS will pay County at the rate of \$26,041.66 per month for the provision of all Services as described in Exhibit A, Part 1 for the time period July 1st, 2017 through June 30th, 2018.

- b. County Invoice, Completion and Submission must have the following language and links:

- 1) County shall submit invoices on the approved DHS invoice form located at:

<https://apps.state.or.us/Forms/Served/ce0846.xlsm>

Instructions and requirements for completion and submission of an invoice are included on the third tab of the Excel invoice document. Invoices must be submitted with all fields properly populated.

- 2) County shall report performance-based Agreement outcomes on the invoice form upon invoicing for final service for Client Family as required in Section 8.
- 3) DHS will pay County monthly on or after the first of each month following the month in which services were performed, subject to receipt and approval by DHS of the County's invoice and any required reporting as defined in the Statement of Work for this Agreement.

For questions regarding payments please email the local DHS office from which the referral was made. Email addresses may be obtained at:

<http://www.oregon.gov/dhs/children/providers-partners/Documents/Local%20Office%20Contact%20List%20for%20Contracted%20Providers.pdf>

2. **Travel and Other Expenses.** DHS will not reimburse County for any travel or additional expenses under this Agreement.

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. DHS, County and any subcontractor will share information as necessary to effectively serve DHS clients.

2. Amendments.

- a. DHS reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) DHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on DHS' satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) DHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. DHS further reserves the right to amend the Statement of Work based on the original scope of work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in

combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 "Amendments" of this Agreement.

3. County Requirements to Report Abuse of Certain Classes of Persons.

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
 - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520)
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to DHS' Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. County shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to DHS' Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person's age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;

- (4) The explanation given for the abuse;
- (5) The date of the incident; and
- (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Background Checks for Employees and Volunteers.

- a. County shall ensure that all employees and volunteers who perform work related to this Agreement, or who have access to any information about clients served under this Agreement, are approved by the Department of Human Services Background Check Unit (BCU) in accordance with Oregon Administrative Rules 407-007-0200 through 407-007-0370.
- b. In addition to potentially disqualifying conditions under OAR 407-007-0290, the following is a potentially disqualifying condition: abuse as determined from child protective services investigation reports held by the DHS regardless of the date of initial report or outcome which have an outcome of founded, substantiated, or valid and in which the Subject Individual (SI) is determined to have been responsible for the abuse.
- c. An employee or volunteer may be hired on a preliminary basis, in accordance with the requirements and limits described in OAR 407-007-0315, prior to being approved by DHS's Background Check Unit. An employee or volunteer hired on a preliminary basis may not have unsupervised contact with individuals receiving services under this Agreement and may only participate in the limited activities described in OAR 407-007-0315. An employee or volunteer hired on a preliminary basis must be actively supervised at all times as described in OAR 407-007-0315.
- d. Any current employee or volunteer hired for a new position with County must be approved by the BCU at the time the employee or volunteer accepts the new position. Notwithstanding the requirements of paragraph b. of this section, a current employee or volunteer who accepts a new position with County may be hired for a new position on a preliminary basis without active supervision in accordance with the limits and requirements described in OAR 407-007-0315.
- e. There are only two possible outcomes of a background check: approval or denial. If the employee or volunteer is denied, she or he may not have contact with DHS clients referred for service under this Agreement and may not have access to information about DHS clients. Employees or volunteers who are denied do have the right to contest the denial. The process for contesting a denial is described in OARs 407-007-0330 and 407-007-0335.
- f. For purposes of compliance with OAR 407-007-0200 through 407-007-0370, County is a "Qualified Entity", as that term is defined in OAR 407-007-210, and

must comply with all the provisions pertaining to Qualified Entities contained in OAR 407-007-0200 through 407-007-0370.

5. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
6. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the DHS office that referred the child or family. The County will make immediate contact with the DHS office when media contact occurs. The DHS office will assist the County with an appropriate follow-up response for the media.
7. **Nondiscrimination.** The County must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.
8. **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 943-014-0400 through OAR 943-014-0465. County is a Business Associate of DHS and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. County's failure to comply with these requirements shall constitute a default under this Agreement and such default shall not be subject to Exhibit B, Limitation of Liabilities.
 - a. **Consultation and Testing.** If County reasonably believes that the County's or DHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult the DHS Information Security Office. County or DHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the DHS testing schedule.
 - b. **Data Transactions Systems.** If County intends to exchange electronic data transactions with DHS or the Oregon Health Authority (OHA) in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, County shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement and shall comply with EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.
9. **Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Pilot Program for Enhancement of Employee Whistleblower Protection.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. 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. All employers, including County and DHS, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or DHS to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. DHS represents and warrants as follows:

- (1) Organization and Authority. DHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by DHS of this Agreement (a) have been duly authorized by all necessary action by DHS and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which DHS is a party or by which DHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or

performance by DHS of this Agreement, other than approval by the Department of Justice if required by law.

- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by DHS and constitutes a legal, valid and binding obligation of DHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. Funds Available and Authorized Clause.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than DHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and DHS, result in payments to County to which County is not entitled, DHS, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if

County objects to the withholding or the amount proposed to be withheld, County shall notify DHS that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

7. Reserved.

8. Ownership of Intellectual Property.

a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:

(1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.

(2) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or County.

b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, DHS will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to DHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on DHS' behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).

c. If state or federal law requires that DHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that DHS or the United States own the intellectual property, then County shall execute such further documents and instruments as DHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or DHS. To the extent that DHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, DHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

d. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as DHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

9. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by DHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
 - c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
10. **DHS Default.** DHS shall be in default under this Agreement upon the occurrence of any of the following events:
- a. DHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by DHS herein or in any documents or reports relied upon by County to measure performance by DHS is untrue in any material respect when made.
11. **Termination.**
- a. **County Termination.** County may terminate this Agreement:
 - (1) For its convenience, upon at least 30 days advance written notice to DHS;
 - (2) Upon 45 days advance written notice to DHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement,

as determined by County in the reasonable exercise of its administrative discretion;

- (3) Upon 30 days advance written notice to DHS, if DHS is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to DHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. DHS Termination. DHS may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DHS under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, DHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces DHS' legislative authorization for expenditure of funds to such a degree that DHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as DHS may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no

longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or

(6) Immediately upon written notice to County, if DHS determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

12. Effect of Termination.

a. **Entire Agreement.**

(1) Upon termination of this Agreement, DHS shall have no further obligation to pay County under this Agreement.

(2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

13. Limitation of Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. Insurance. County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

15. Records Maintenance; Access. County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that DHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit,

controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants County or its subcontractor(s) access to such DHS Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither DHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of DHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. DHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that DHS will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. DHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** DHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's

performance under this Agreement is solely for the benefit of DHS to assist and enable DHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or DHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

DHS: Office of Contracts & Procurement
250 Winter St NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

COUNTY: (see page one)

26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
28. **Reserved.**
29. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The

County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 30. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 31. Stop-Work Order.** DHS may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, DHS shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

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

EXHIBIT C

SUBCONTRACTOR INSURANCE REQUIREMENTS

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: (i) obtain insurance specified under Types and Amounts and meeting the requirements under Additional Insured, Tail Coverage, Notice of Change or Cancellation, and Certificate(s) or Proof of Insurance before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and (ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the County directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

1. Types and Amounts

a. Workers' Compensation and Employers' Liability:

Subcontractors 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). If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident. Out-of-state employers, including Subcontractor, shall provide Workers' Compensation insurance coverage for their employees as required by applicable Workers' Compensation laws including Employers' Liability insurance coverage with limits not less than \$500,000.

b. Professional Liability:

Required Not required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the Services to be provided under this Agreement by County's subcontractors, and subcontractor's agents, officers or

employees in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. 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 Subcontractor shall provide Tail Coverage as stated below.

c. Commercial General Liability:

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, and contractual liability coverage for the indemnity provided under this Agreement. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

d. Abuse and Molestation:

Required Not required

Abuse and Molestation insurance as an endorsement to the Commercial General Liability policy.

e. Automobile Liability:

Required Not required

Automobile Liability insurance covering Subcontractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$4,000,000 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.

2. Excess/Umbrella:

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

3. Additional Insured:

The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement 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 Subcontractor's activities to be performed under the 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 their ongoing operations must be on ISO Form CO 20 10 07 04 or

equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CO 20 37 04 13 or equivalent.

4. 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, Subcontractor 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 Agreement, for a minimum of 24 months following the later of (i) Subcontractor's completion and DHS' acceptance of all Services required under this Agreement, or, (ii) DHS or County termination of Agreement, or, (iii) The expiration of all warranty periods provided under this Agreement.

5. Certificate(s) and Proof of Insurance:

County shall obtain from the contractor a Certificate(s) of Insurance for all required insurance before the contractor delivers any Goods and performs any Services required under the subcontract. The Certificate(s) or attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. 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 DHS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

6. Notice of Change or Cancellation:

The Subcontractor or its insurer must provide at least 60 days' written notice to DHS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

7. Insurance Requirement Review:

County agrees to periodic review of insurance requirements by DHS under this Agreement and to provide updated requirements as mutually agreed upon by County and DHS.

8. DHS Acceptance:

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

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, 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. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

8. **Debarment and Suspension.** 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.
9. **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; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **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.).
11. **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 contract) 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).
12. **Agency-based Voter Registration.** If applicable, 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.
13. **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 13. 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.

14. 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.