



**Agreement Number 169589**

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

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This Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS” and

**Yamhill County  
Acting by and through its Health and Human Services  
627 NE Evans Street  
McMinnville, OR 97128  
Contact: Lindsey Manfrin  
Telephone: 503-434-7523  
E-mail address: ManfrinL@co.yamhill.or.us**

hereinafter referred to as “County.”

Work to be performed under this Agreement relates principally to ODHS’

**Child Welfare  
District 3  
3420 Cherry Ave. NE #100  
Salem, OR 97303  
Agreement Administrator: Amy Kirby or delegate  
Telephone: 503-510-5497  
E-mail address: Amy.Kirby@dhsosha.state.or.us**

**1. Effective Date and Duration.**

Upon signature by all applicable parties, this Contract shall be effective on the later of: (i) July 1, 2021 or, (ii) when required, the date this Contract is approved by Department of Justice, regardless of the date it is actually signed by all other parties per the authority under OAR 125-247-0288. Unless extended or terminated earlier in accordance with its

terms, this Contract shall expire on **September 30, 2025**. Contract termination shall not extinguish or prejudice DHS' right to enforce this Contract with respect to any default by County 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 Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements

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 B, A, and C.

**3. Consideration.**

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$625,000.00**. ODHS 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. ODHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A. 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.

**4. Contractor or Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:

- County is a subrecipient       County is a contractor       Not applicable

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

**5. County Data and Certification.**

- a. **County Information.** 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: morenom@co.yamhill.or.us

Telephone: ( 503 ) 474-4911 Facsimile: ( 503 ) 434-7553

**Proof of Insurance:** County shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 871736 Expiration Date: 07/01/2021

- b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, County hereby certifies under penalty of perjury that:

- (1) 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) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. 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 County;
- (2) The information shown in Section 5a. "County Information", is County's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" 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>;

- (5) 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/SAM>;
- (6) County is not subject to backup withholding because:
  - (a) County is exempt from backup withholding;
  - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (7) County's Federal Employer Identification Number (FEIN) provided is true and accurate. If this information changes, County is required to provide ODHS 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.

**Yamhill County**

By:

Authorized Signature

Chair, Board of Commissioners  
Title

Mary Starrett  
Printed Name

5/27/21  
Date

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

By: Belit Burke, CW  
Contract  
Administrator

Digitally signed by Belit  
Burke, CW Contract  
Administrator  
Date: 2021.06.01 14:15:04  
-07'00'

Authorized Signature

Title

Printed Name

Date

**Approved for Legal Sufficiency:**

Approved via e-mail by Jeffrey J. Wahl, Assistant Attorney General  
Department of Justice

May 5, 2021  
Date

Accepted by Yamhill County  
Board of Commissioners on  
5/27/21 by Board Order  
# 21-208

## EXHIBIT A

### Part 1 Statement of Work

ODHS requires that the 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 Contract 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. “**Child**” or “**Child(ren)**” means children and youth who are part of an open case with ODHS 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 Oregon Department of Human Services.
  - b. “**Child Welfare Caseworker**” or “**ODHS Caseworker**” means ODHS Child Welfare staff. Although County will coordinate aspects of an individual Child’s case management responsibility with one primary ODHS Child Welfare Caseworker, there are circumstances when the term “ODHS Caseworker” will also include ODHS supervisors, managers or technical staff, and can include Child Welfare workers with experience in other child welfare disciplines, such as Child Protective Services (CPS), Foster Care, Family Based Services, Residential Services or Adoptions, among others.

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- c. **“Client”, “Clients” or “Client Families”** means a person who is part of an ODHS defined family-unit and identified on the referral for service as being the authorized recipient of services provided by the County under the terms and conditions of this Agreement.
- d. **“Conflict of Interest”** means a set of circumstances that creates a risk that professional judgment or actions regarding a primary person will be unduly influenced by a secondary person.
- e. **“Office of Child Welfare Programs” or “Child Welfare”** is a Program office within the ODHS whose primary responsibility is the safety and protection of Oregon’s Children.
- f. **“Transitional Treatment and Recovery Services” or TTRS”** means Yamhill County Sober Housing and Recovery Services, also referred to as the “Program”.

**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. ODHS will identify eligible Client populations through staffing cases to assure appropriate families are referred for the services. ODHS 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 ODHS Caseworker on the most suitable and beneficial service outcome under this Contract. Referrals shall be accepted during normal business hours, which are 8a.m. – 5p.m. Monday through Friday.

Referrals will be staffed with Contractor and ODHS based on clinical presentation, family need and location. These factors, including Yamhill County residential status or natural support(s), may be used to prioritize local referrals, however, a limited number of out of county referrals within district 3 will also be considered. Ultimately, contractor has the right to accept or deny referred clients.

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

- b. Eligibility:

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

Clients will be involved with the Child Welfare system in and have identifiable and documented barriers to Child safety. Clients referred for services can 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 ODHS.

- (1) Client populations enrolled in any of the County's programs. County may provide services to a variety of populations in any given treatment setting. Any and all information pertaining to dependency case and medical diagnoses and psychosocial history will be provided at the time of the referral.
  - (2) Routine weekly case staffing will be facilitated between ODHS 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.
- c. Services are expected to last from three (3) to 12 months for all referrals with the average being approximately six (6) to nine (9) months. In cases where additional time is necessary, County shall obtain prior approval from the ODHS assigned Caseworker.
  - d. County will 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 Contract is entered into by the parties to this Contract with the understanding that this is a performance-based contract and as part of administration of the Contract, ODHS will be monitoring the outcome data and working with the County to assist in achieving specific performance standards as defined in Section 10.

All Services under this Contract as provided by the County will be directly related to meeting the outcome measures as defined in Section 10.

During the time that national, state, or local orders are in place regarding COVID-19 County shall conduct Services via virtual teleconferencing application as preferred method; if not available/appropriate/applicable for Service delivery, in-person at the County's office. When conducting Services in-person and while COVID-19 pandemic restriction are in effect; County shall perform Services in compliance with current COVID-19 safety precautions that can be found at the following websites:

<https://govstatus.egov.com/OR-OHA-COVID-19> and  
<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Service array is as follows:

- a. 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 will 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 will include their traditional or non-traditional families.  
  
Clients under this Agreement will be involved with the Child Welfare system in and have identifiable and documented barriers to Child safety. Clients referred for services can 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 ODHS 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 ODHS one two-bedroom intake/stabilization house that will serve Families of all ages short term while screenings and referrals are being processed, for approximately 0 to 30 days.
- (5) 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 shall be the responsibility of the County. County shall not charge or assess any costs to any Client-family without the specific written approval of the DHS Contract Administrator.
- (6) In addition to other requirements or conditions required or mandated by this Agreement, or any state, federal or local rule or law, the home or facility provided by the County for short-term transitional housing shall be fully habitable.
- (7) Space for each Client-family will include, 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 the County shall be fully furnished and equipped and ready for immediate occupancy, stocked with supplies ongoing by the County, including, but not limited to: bathrooms are fully

stocked with towels and toilet paper; bedrooms will be appropriately furnished and have adequate bedding and pillows; kitchen will 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 will be comfortably and adequately furnished; and a vacuum and general cleaning products will be provided for general cleaning of the home itself.

- (9) Space will be furnished in the home or facility for ODHS staff and other service providers to meet with Clients within the facility.
- (10) County shall, when available, recruit, select, and support staff who understand the cultural context of participating families, and whenever possible offer culturally specific services.

**b.** Provide the services of a Lead Housing Coordinator, available to be on-site as needed seven days a week within the home, who represents ODHS and the County in daily administration of the transitional living home or facility. The Lead Housing Coordinator shall:

- (1) Be available seven days a week and represent ODHS 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 shall 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; and

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

The Housing Coordinator shall:

- (1) Be available seven days a week and represent ODHS 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 shall 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 ODHS Caseworker for Clients who have ongoing challenges and behaviors;
- (6) Administer onsite drug and alcohol screening;
- (7) If the Client qualifies for TANF, 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);
- (8) 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;
- (9) Assist Clients in developing specific housing plans which will address specific housing needs and assist with removing barriers to permanent and stable housing, such as: expungement of eligible historical infractions, whenever possible;
- (10) Assist Clients in arranging for a Child Care Provider.

**d.** Provide the services of a Certified Recovery Mentor(s), to assist Clients as follows. The Certified Recover Mentor shall:

- (1) Conduct a Client Family needs assessment to determine the Family's needs and the barriers to self-sufficiency;
- (2) Provide peer mentorship, peer support and peer skills training to build and expand client's recovery support network;
- (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) Inform Client about community resources which will assist them in continuing to maintain and increase stability, such as drug and alcohol treatment and other family-based services; and
- (5) Assist Client, when appropriate or determined by ODHS 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.

- (6) 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;
  - (g) Employment as appropriate, such as JOBS and OFFSET coordination with Self Sufficiency partners based on eligibility; and
  - (h) Link to recovery community support meetings.
- e. Provide the services of (.5 FTE) Parent Coach. The Parent Coach will:
  - (1) Be available to assist the parent from after school until bedtime as needed throughout the day.
  - (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 ODHS access to the home or facility at any time or for any reason.

ODHS 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 the County under the terms and conditions of this Agreement.

## **7. Contractor Staff Requirements:**

Staff to be assigned by the County to provide Client transitional housing services:

- a. Shall be free from alcohol and illicit drug use for a minimum of two years immediately preceding providing these services.

- b. Shall not have an active open abuse or neglect allegation record with Child Welfare for a minimum of one year immediately preceding providing these services.
- c. Not currently on probation or parole.
- d. Shall not have any arrests, charges, convictions, or be on probation or parole for a sexual offense.
- e. All County staff, subcontractors and volunteers are prohibited from initiating or engaging in inappropriate behavior or actions with any ODHS Client at any time. County shall immediately remove the staff, subcontractor or volunteer from the home or facility when the behavior or action has been identified.
- f. If the County or staff is made aware of a real or perceived conflict of interest, the County shall notify the ODHS Contract Administrator within one business day of identifying the conflict. The Contract Administrator and County shall immediately begin discussing the conflict and determine the resolution.
- g. Qualifications:
  - (1) **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.
  - (2) **Certified Recovery Mentors:** Must have at least a ODHS 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).
  - (3) **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.

**8. Client Transportation.** County shall provide Client transportation services in order to facilitate Client’s participation in TTRS services. County may provide those services through its employees’ private vehicles. All vehicles and drivers providing transportation under this Contract are subject to the conditions below. Prior to performing Client transportation services for ODHS Clients, County shall provide the ODHS Contract Administrator a written certification that all drivers performing Client transportation services under this Contract 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 Contract.

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

(1) Driver:

- (a) Shall be currently and legally licensed to operate the transporting vehicle according to the laws and regulations of the State of Oregon;
- (b) Shall not have the following criminal history:
  - i. Have been convicted or currently under the investigation of a crime in the category of homicide;
  - ii. Have been convicted or currently under the investigation of a crime related to a sexual offense; or
  - iii. Currently have a pending or unresolved criminal charge.
- (c) Has not been convicted of a crime:
  - i. Listed in ORS 342.143(3)(a)(A), (B) or (C);
  - ii. Involving sexual offenses;
  - iii. In the past two years, involving child abuse or child neglect;
  - iv. In the past two years, involving offenses against persons, violence, threat of violence, or theft;
  - v. Involving activity in the past two years, in drugs or alcoholic beverages, including driving under the influence of intoxicants; or
  - vi. Been convicted of a crime that bears a substantial relation to the functions and duties under the terms and conditions of the Contract.
- (d) In addition, any employee that performs the function of Driver:
  - i. Has not 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 within the past two years;
  - ii. Has not had driving privileges revoked or suspended as a habitual offender under ORS 809.600, or a substantially

similar provision in another state within in past two years;  
or

- iii. Does 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) within the past two years.
- iv. Shall 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.
- v. 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 ODHS Client.
- vi. shall:
  - i. Refrain from smoking or the use of any tobacco product at any time while providing Client transportation services;
  - ii. 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;
  - iii. Ensure vehicle is sufficiently fueled prior to transporting ODHS Clients and refrain from refueling the vehicle while transporting ODHS Clients;
  - iv. Provide adequate lighting, ventilation and heating in the transporting vehicle appropriate to the environment;
  - v. 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 ODHS clients or staff.
  - vi. 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 ODHS Clients.

c. Vehicle Standards. County shall ensure 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.

**9. Reports of Abuse and Safety Plan Violations.**

- a. Any concerns about the safety of the children, or the safety and stability of the home environment shall be immediately reported to the local child abuse reporting number.
- b. Contact from alleged offenders will immediately be reported to the assigned ODHS 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 will be reported to the ODHS Caseworker within 24 hours of observation. For example: the parent's un-willingness or ability to comply with the protective action or safety plan.

**10. Program Outcome Measures.** With ODHS'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 ODHS 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 ODHS approved living situation *and* child removed or placed in foster care.
- b. When a dispute arises in regards to whether or not child-driven outcomes have been achieved by the County, ODHS will make the final decision.
  - c. Outcomes measures may be modified deleted or exchanged as necessary and if so, will be completed through written amendment.

## 11. Reporting Requirements.

County shall provide the following reports:

### a. Monthly Progress Report

A monthly progress report to be sent to the Client's primary ODHS Caseworker, to include changes in barriers to success, changes to strategies to achieve success, ongoing summary of service provisions and progress towards outcomes. Report shall be received by the ODHS Caseworker no later than the 10<sup>th</sup> calendar day following the end of the month of services provisions.

### b. Closing Report

A closing report to summarize the results of client-families achieving program outcomes as described in Section 10. Specifically the Contractor shall provide within 10 calendar days of the last service provided for each Client Family:

- (1) Progress toward, or final, Client Family outcomes (to also be included on ODHS invoice); and
- (2) Next steps or recommendations for further treatment.
- (3) Include program outcomes on final invoice.

### c. Verbal Updates

The Contractor shall:

- (1) Provide the Child Welfare Caseworker with immediate verbal updates when significant issues arise during the provision of services.
- (2) After two consecutive absences on the part of the Client-family, Contractor shall assess treatment compliance and related risk factors for

continued treatment and regularly communicate and collaborate with ODHS in care coordination.

## EXHIBIT A

### Part 2 Payment and Financial Reporting

#### 1. Payment Provisions.

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

- (1) ODHS will make payments to the Contractor 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 1, 2021 through September 30, 2025.
- (2) Contractor shall pursue Medicare or private insurance for payment for eligible services prior to billing ODHS for services.

a. Contractor Invoice, Completion and Submission:

- (1) Contractor shall submit billings on the approved ODHS 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) Payment will be made by ODHS to the Contractor monthly on or after the first of each month following the month in which services were performed, subject to receipt and approval by ODHS of the Contractor's invoice and any required reporting as defined in the Statement of Work for this Contract.

For questions regarding payments please email  
ContractInvoice.Support@dhsosha.state.or.us..

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

## **EXHIBIT A**

### **Part 3 Special Provisions**

#### **1. Confidentiality of Client Information.**

- a.** All information as to personal facts and circumstances obtained by 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.** ODHS, County and any subcontractor will share information as necessary to effectively serve ODHS clients.

#### **2. Amendments.**

- a.** ODHS reserves the right to amend or extend the Agreement under the following general circumstances:
  - (1) ODHS 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 ODHS' satisfaction with performance of the work or services provided by County under this Agreement.
  - (2) ODHS 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 ODHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b.** ODHS further reserves the right to amend the Statement 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 a certain class of persons in Oregon, including:

Children (ORS 419B.005 through 419B.045);

- 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 ODHS’ 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, County shall notify the referring ODHS Caseworker within 24 hours. County shall immediately contact the local ODHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. 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. The County shall ensure that all employees, volunteers and subcontractors who perform services under this Agreement, or who have access to any information about clients served under this Agreement, are approved by the County’s Background Check Unit in accordance with Oregon Administrative Rules (OAR) 407-007-0200 through 407-007-0370.
- b. In addition to potentially disqualifying conditions under OAR 407-007-0290, all employees, volunteers, and subcontractors who perform services under this Agreement are subject to OAR 407-007-0290(11)(b).

- c. An employee, volunteer, or subcontractor may be hired on a preliminary basis, in accordance with the requirements and limits described in OAR 407-007-0315, prior to final approval by the County’s Background Check Unit. An employee, volunteer, or subcontractor 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, volunteer, or subcontractor hired on a preliminary basis must be actively supervised at all times as described in OAR 407-007-0315.
  - d. Any current employee hired for a new position with the County to perform services under this Agreement, or any current employee, volunteer, or subcontractor who will have access to any information about clients served under this Agreement must be approved by the Agency’s Background Check Unit at the time the employee, volunteer, or subcontractor accepts the new position or Work. Notwithstanding the requirements of paragraph c. of this Section, a current employee or volunteer who accepts a new position with the County to perform services under this Agreement, may be hired for the 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 fitness determination outcomes of a background check: approval or denial. If the employee, volunteer, or subcontractor is denied, she or he may not have contact with Agency clients under this Agreement and may not have access to information about Agency clients. Employees, volunteers, or subcontractors who are denied do have the right to contest the denial. The process for contesting a denial is described in OAR 407-007-0330.
  - f. For purposes of compliance with OAR 407-007-0200 through 407-007-0370, the County is a “Qualified Entity”, as that term is defined in OAR 407-007-0210, and must comply with all the provisions pertaining to Qualified Entities contained in OAR 407-007-0200 through 407-007-0370.
    - a. The criminal records check procedures listed above also apply to County, its owners, managers, and board members regardless if any individual has access to ODHS clients, client information or client funds. County shall establish a personal personnel file and place each criminal records check in named file for possibility of future ODHS review and shall be maintained pursuant to Exhibit B, “Standard Terms and Conditions”, Section 14, “Records, Maintenance, Access.”
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.** County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the ODHS office that referred the child or family. County will make immediate contact with the ODHS office when media contact occurs. The ODHS office will assist County with an appropriate follow-up response for the media.

7. **Nondiscrimination.** County must provide services to ODHS 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.

## 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 ODHS, 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 ODHS 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.** ODHS represents and warrants as follows:
- (1) Organization and Authority. ODHS 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 ODHS of this Agreement (a) have been duly authorized by all necessary action by ODHS 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 ODHS is a party or by which ODHS 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 ODHS 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 ODHS and constitutes a legal, valid and binding obligation of ODHS, 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 ODHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODHS, 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 ODHS. 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. ODHS 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 ODHS. In the event that EFT information changes or County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, County shall provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from County.

**6. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and ODHS, result in payments to County to which County is not entitled, ODHS, 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 ODHS that it wishes to engage in dispute resolution in accordance with Section 18 of this Agreement.

**7. Ownership of Intellectual Property.**

- a. Definitions.** As used in this Section 7 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 ODHS or County.
- b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, ODHS 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 County owns, County grants to ODHS 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 7.b.(1) on ODHS’ behalf, and (3) sublicense to third parties the rights set forth in Section 7.b.(1).
- c.** If state or federal law requires that ODHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that ODHS or the United States own the intellectual property, then County shall execute such further documents and instruments as ODHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or ODHS. To the extent that ODHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, ODHS 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 ODHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

**8. 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 ODHS 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).
9. **ODHS Default.** ODHS shall be in default under this Agreement upon the occurrence of any of the following events:
- a. ODHS 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 ODHS herein or in any documents or reports relied upon by County to measure performance by ODHS is untrue in any material respect when made.
10. **Termination.**
- a. **County Termination.** County may terminate this Agreement:
    - (1) For its convenience, upon at least 30 days advance written notice to ODHS;
    - (2) Upon 45 days advance written notice to ODHS, 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 ODHS, if ODHS 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 ODHS, 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. ODHS Termination.** ODHS 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 ODHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of ODHS under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, ODHS 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 ODHS' legislative authorization for expenditure of funds to such a degree that ODHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by ODHS 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 ODHS 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 ODHS 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 ODHS 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.

**11. Effect of Termination.**

**a. Entire Agreement.**

- (1) Upon termination of this Agreement, ODHS 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 11.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

**12. 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.

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

**14. 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 ODHS 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.

**15. 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 ODHS computer system or other ODHS Information Asset for which ODHS imposes security

requirements, and ODHS grants County or its subcontractor(s) access to such ODHS 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.

16. **Force Majeure.** Neither ODHS 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 ODHS 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. ODHS 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.
17. **Assignment of Agreement, Successors in Interest.**
  - a. County shall not assign or transfer its interest in this Agreement without prior written approval of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as ODHS may deem necessary. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS 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.
18. **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.
19. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without ODHS’ prior written consent. In addition to any other provisions ODHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that ODHS will receive the benefit of subcontractor performance as if the subcontractor were County with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. ODHS’ consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
20. **No Third Party Beneficiaries.** ODHS 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 ODHS to assist and enable ODHS 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.

21. **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, approved by 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.
22. **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.
23. **Survival.** Sections 1, 4, 5, 6, 7, 10, 12, 13, 14, 15, 18, 20, 21, 22, 23, 24, 25, 26, 27, and 28 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.
24. **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 ODHS 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.  
  
**ODHS:** Office of Contracts & Procurement  
635 Capitol Street NE, Suite 350  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324
25. **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.
26. **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.
27. **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 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 County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of 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 County is jointly liable with the State (or would be if joined in the Third Party Claim), 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 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 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. 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.

- 28. 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.

- 29. Stop-Work Order.** ODHS may, at any time, by written notice to County, require 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, ODHS 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 10. Termination.

If the Stop Work Order is canceled, ODHS may, after receiving and evaluating a request by 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) (Contractor) 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 CANCELLATION OR CHANGE, and CERTIFICATES 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.

### WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

### COMMERCIAL GENERAL LIABILITY:

**Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$3,000,000.00.

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**AUTOMOBILE LIABILITY INSURANCE:**

Required    Not required

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY:**

Required    Not required

**NETWORK SECURITY AND PRIVACY LIABILITY:**

Required    Not required

**POLLUTION LIABILITY:**

Required    Not required

**EXCESS/UMBRELLA INSURANCE:**

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

**ADDITIONAL COVERAGE REQUIREMENTS:**

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the ODHS or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ODHS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before

the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and County's acceptance of all Services required under this Subcontract, or, (ii) County's or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Subcontract.

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

County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. 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 ODHS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

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

