

SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department, hereinafter referred to as the "County", and YAMHILL VALLEY TREATMENT, an Oregon nonprofit public benefit corporation, doing business as Provoking Hope, whose Federal Employer Identification No. is 45-3155924, hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, The County requires the services of a qualified provider with training and experience in certified peer recovery mentor CRM support services; and

WHEREAS, The County procured the services of the Contractor through a Sole-Source Procurement pursuant to the relevant provisions of ORS 279B and YCC 3.20.047; and

WHEREAS, The Contractor was selected because they possess the particular training, abilities, knowledge, qualifications, and experience the County requires as set forth herein; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the parties as follows:

AGREEMENT

1. TERM. This Contract shall become effective, and services required hereunder shall commence, on July 1, 2025, and shall terminate on June 30, 2026. Unless otherwise terminated as provided herein, the Contract shall automatically renew annually, with a maximum term not-to-exceed ten years, under the same terms and conditions as set forth herein. It is understood by both parties that no commitments have been or are made by either party beyond the termination of this Contract.
2. CONSIDERATION. As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Contractor a sum of \$64,297.76 per month, not to exceed \$771,573.12 per year. The maximum not to exceed amount payable for performance of Services under this Contract is \$7,715,731.20.
The County shall make payment upon receipt and acceptance of the services as invoiced by the Contractor. The County shall pay invoices within thirty (30) days after an invoice has been received and approved by the authorized County representative.
 - a. The compensation provided herein shall be exclusive, and the County shall neither pay nor provide Contractor with any fringe benefits, including, but not limited to, retirement, health insurance, workers' compensation insurance, unemployment insurance, or sick leave. No additional compensation or alternate form thereof shall be payable by the County to the Contractor for any purpose whatsoever unless otherwise agreed in writing. The Contractor shall be responsible for paying all income taxes, Social Security or self-employment taxes and any other taxes or assessments imposed by any governmental body incurred by reason of the County's payment of compensation hereunder to Contractor.

3. SERVICES. The Contractor shall provide to the County services as specified in Exhibit A, attached hereto and by reference incorporated herein.
4. BUSINESS ASSOCIATE AGREEMENT. In accordance with Exhibit B, the terms of this Contract create the relationship of “Covered Entity” and “Business Associate” between the County and the Contractor. HIPAA and the Privacy and Security Rule, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act), require “Covered Entities” and “Business Associates” to enter into a Business Associate Agreement to protect certain health information. The Business Associate Agreement between the County (the Covered Entity) and the Contractor (the Business Associate) is set forth in the attached Exhibit B and is incorporated herein by this reference.
5. WARRANTY OF SERVICES. The County has relied upon the professional ability, qualifications, and training of the Contractor as a material inducement to enter into this Contract. Accordingly, the Contractor represents and warrants that: (i) the Contractor shall perform all services set forth herein in a good and workmanlike manner, in conformance with the terms, conditions, and requirements of this Contract, and in accordance with the highest applicable professional and/or industry standards; (ii) the Contractor warrants that each of the Contractor’s employees assigned to perform services under this Contract has the proper skill, training, and background to be able to perform the services in a competent, timely, and professional manner and that all services shall be so performed; and (iii) the Contractor shall at all times maintain and keep current all professional licenses, certifications, and professional liability insurance required to perform the work set forth in this Contract.
6. INDEPENDENT CONTRACTOR. This Contract is not a contract of employment. The County does not seek to hire Contractor as an employee(s) of the County nor does the Contractor desire to be an employee(s) of the County for performance of the services described herein. The parties intend that the Contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. The Contractor shall have the sole authority to determine the manner and means of performing the services described herein, and the County shall not interfere with, control, or direct the manner or method in which such services are performed; provided, the County shall direct Contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of the Contractor’s services. The Contractor shall not be considered an agent of the County, and the County shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.
7. AMENDMENT. This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and local ordinances. No amendment shall bind either party unless in writing and signed by both parties.
8. COMPLIANCE WITH ORS 279B.220. For all services provided under this Contract, the Contractor shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the County

or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the Contractor does not pay promptly any claim that is due for the services furnished to the Contractor by any subcontractor in connection with this Contract, the County may pay such claim and charge that payment against any payment due to the Contractor under this Contract. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

9. **HOURS OF LABOR; COMPLIANCE WITH PAY EQUITY PROVISIONS.**
 - a. Pursuant to ORS 279B.235(3), the Contractor shall pay the Contractor's employees who perform work under this Contract at least time and a half for all overtime in excess of 40 hours a week, and for work performed on any legal holiday as specified in ORS 279B.020, except for employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - b. Pursuant to ORS 279B.235(1)(b), the Contractor shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles the County to terminate the Contract for cause.
 - c. Pursuant to ORS 279B.235(1)(c), the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
 - d. Pursuant to ORS 279B.235(5)(b), the Contractor shall notify, in writing, any person employed by the Contractor under this Contract, either at the time of hire or before work begins on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Contractor may require the employees to work.

10. **WORKERS' COMPENSATION.** If the Contractor is a subject employer for workers' compensation or unemployment insurance purposes, Contractor shall provide such workers' compensation and unemployment coverage benefits at its sole cost and expense and shall provide proof of such insurance and benefits at the County's request. The parties hereto specifically agree that this Contract will render the Contractor and the Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide, workers' compensation benefits for the Contractor or the Contractor's employees.

11. **COMPLIANCE WITH LAWS.** The Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall comply with all provisions required by applicable law and agreement to be included in subcontracts like this Contract, pursuant to agreement #169589, entered into by and between County and the State of Oregon, acting by and through it Oregon Department of Human Services ("ODHS"), Child Welfare, District 3, memorialized in Yamhill County

records as BO #21-208 (as amended) (the "ODHS Agreement") and all such applicable provisions are hereby incorporated by reference as if set forth fully herein and, without limiting the generality of the above, Contractor shall ensure that ODHS received the benefit of Contractor's performance as if the Contractor were the County with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of Exhibit B of the ODHS Agreement. Additionally, Contractor shall also comply with all provisions required by applicable law in accordance with that certain agreement entered into by and between the Yamhill County Care Organization (YCCO) and Yamhill County Health and Human Services, memorialized in Yamhill County records as BO#20-457 (the "YCCO Agreement"), as amended, are hereby incorporated by reference as if set forth fully herein, and Contractor shall comply with all such provisions and ensure that its performance under this Contract is consistent with all applicable terms of the YCCO Agreement and with Exhibit B, Part 4, Section 11 of the CCO Contract with the Oregon Health Authority (as defined in the YCCO Agreement). Without limiting the generality of the foregoing, and pursuant to the requirements of the YCCO Agreement, the Contractor also agrees that it shall: (i) perform all delegated activities or obligations and undertake related reporting responsibilities, (ii) perform the delegated activities and reporting responsibilities specified in compliance with the CCO Contract obligations, (iii) comply with all applicable laws including without limitation, all Medicaid laws, rules, regulations, as well as all applicable sub regulatory guidance and contract provisions, (iv) comply with the payment withholding, incentive and other requirements set forth in 42 CFR Section 438.6 that are applicable to the work under this Contract, (v) submit to the CCO valid claims for services including all the fields and information needed to allow the claim to be processed without further information from the Contractor within timeframes for valid, accurate, encounter data submission as required under the CCO Contract, (vi) respond and comply in a timely manner to all requests from the Oregon Health Authority (OHA) or its designee for information or documentation pertaining to work outlined in the CCO Contract, (vii) allow YCCO, OHA, the Oregon Secretary of State, CMS, the HHS Inspector General, the Comptroller General, or their designees to audit, evaluate, and inspect any books, records, contracts, computer, or other electronic systems of Contractor, or of Contractor's subcontractors, that pertain to an aspect of services and activities performed, or determination of amount payable under the CCO Contract, (viii) make available, for the purpose of an audit, evaluation, or inspection Contractor's premises, physical facilities, equipment, books, records, contracts, computer, or other electronic systems relating to its Medicaid members, (ix) agree that the right to audit by YCCO, OHA, CMS or the DHHS Inspector General, the Comptroller General or their designees, will exist for a period of ten (10) years from the YCCO Agreement's expiration date or from the date of completion of any audit, whichever is later, (x) allow YCCO, OHA, CMA or the DHHS Inspector General to inspect, evaluate and audit Contractor at any time they determine that there is a reasonable possibility of fraud or similar risk, (xi) ensure that the YCCO's rights as to termination of the Contract, the right to take remedial action, and the right to impose other sanctions substantively align with OHA's rights, if the Contractor's performance is inadequate to meet the requirements of the CCO Contract, (xii) allow County to revoke the delegation of activities or obligations or to specify other remedies in instances where the State or CCO determine that the Contractor has not performed satisfactorily, (xiii) allow County to evaluate Contractor's readiness and ability to perform the scope of work outlined in this Contract prior to the effective date of the Contract, (xiv) allow County to monitor Contractor's performance on an ongoing basis and perform, at least once a year, a formal review of compliance of all contracted obligations and other responsibilities, performance, deficiencies, and areas for improvement, and (xv) allow YCCO to perform monitoring, audit and other review processes for the purpose of determining and reporting on

compliance with the terms and conditions of this Contract, including without limitation compliance with Medical (as defined in the YCCO Agreement) and other records security and retention policies and procedures. Any violation by Contractor of any applicable law required in the provision of services hereunder shall constitute breach of this Contract, and Contractor shall be solely liable for any and all claims arising out of, connected with, or as a result of the violation.

12. **INDEMNIFICATION.** The Contractor shall defend, indemnify, save and hold harmless the State of Oregon and the County, their officers, agents, and employees (“Indemnitees”) from and against any and all claims, liabilities, demands, damages, actions, losses, expenses (including attorney fees) or proceedings, including any such claim arising from or relating to 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 the Contractor or any of the officers, agents, employees or subcontractors of the Contractor (“Claims”) in connection with the performance of any services required hereunder. The Contractor shall be responsible for any damage to property, injury to persons, and any loss, expense, inconvenience, and/or delay that may be caused by, or result from, the carrying out of services under this Contract. It is the specific intention of the parties that the Indemnitees shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.
13. **INSURANCE.** The Contractor shall, at its expense, obtain the insurance coverage described in Exhibit C, which is attached hereto and incorporated herein by this reference. and keep such required coverage in effect during the entire term of this Contract.
14. **TERMINATION.**
- a. County’s Termination for Convenience. The County may terminate this Contract in whole or in part whenever the County determines that termination of the Contract is in the best interest of the County. The County will provide the Contractor with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. By the termination date, the Contractor shall provide the County with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall Contractor be entitled to lost profits for work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
 - b. County’s Termination for Cause. The County may immediately terminate this Contract without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at the Contractor’s address provided herein, specifying the cause:
 - i. The Contractor breaches any of the provisions of this Contract;
 - ii. The Contractor no longer holds all licenses or certificates that are required to perform the services required under this Contract;
 - iii. The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Contractor’s services; or
 - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Contract are

prohibited, or the County is prohibited from paying for such services from the planned funding source.

- c. Contractor's Termination for Cause. The Contractor may terminate this Contract for cause if the County fails to pay the Contractor pursuant to this Contract. The Contractor may also terminate this Contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the Contractor's notice, or such longer period as the Contractor may specify in such notice.
15. FORCE MAJEURE. Neither the County nor the Contractor shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of the County or the Contractor. The Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. The risk of loss or damage to the subject matter of this Contract shall be upon the Contractor until such time as the County has accepted the services required hereunder.
 16. ASSIGNMENT; DELEGATION; SUCCESSOR. The Contractor shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written consent does not relieve the Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.
 17. GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES. This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The Contractor hereby consents to the *in personam* jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.
 18. RECORDS. The Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. The Contractor acknowledges and agrees that the County, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Contractor for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

19. NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

County: Health and Human Services
ATTN: Lindsey Manfrin
535 NE 5th Street
McMinnville, Oregon 97128
manfrinl@co.yamhill.or.us

Contractor: Provoking Hope
ATTN: Diane Reynolds
213 NE 10th Street
McMinnville, Oregon 97128
diane@provokinghope.com

20. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The County shall withhold final payment under this Contract until the Contractor has met this requirement.
21. TAX CERTIFICATION. The Contractor hereby certifies that it is not in violation of any Oregon Tax Laws and that it shall continue to comply with Oregon Tax Laws during the term of this Contract. Pursuant to ORS 279B.045, the Contractor's failure to comply with the Oregon Tax Laws is considered a default for which the County may terminate the Contract and seek damages and other relief as available. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
22. WAIVER. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
23. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
24. COUNTERPARTS. This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
25. SEVERABILITY. If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render

unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

26. SURVIVAL. All rights and obligations shall cease upon termination of this Contract, except for those rights and obligations that by their nature or express terms survive termination of this Contract. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.
27. NONDISCRIMINATION. Contractor must provide services to County 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.

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Contract on the date indicated by their duly authorized officials.

**YAMHILL VALLEY TREATMENT dba
PROVOKING HOPE**

YAMHILL COUNTY, OREGON

Signature

Name (printed)

Title

Date

DocuSigned by:

Kit Johnston

8E58DDAC84AB478...

KIT JOHNSTON, Chair
Board of Commissioners

Date: 9/25/2025

Signed by:

Lindsey Manfrin

FEB18FF1C3564C2...

LINDSEY MANFRIN, Director
Health and Human Services Dept.

Date: 9/25/2025

APPROVED AS TO FORM

DocuSigned by:

Christian Boenisch

42D9EF9444634DC...

By: _____
CHRISTIAN BOENISCH
County Counsel

Approved by the BOC on: 09/25/2025
via Board Order No.: 25-303

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Contract on the date indicated by their duly authorized officials.

**YAMHILL VALLEY TREATMENT dba
PROVOKING HOPE**

YAMHILL COUNTY, OREGON

Diane Reynolds
Signature

KIT JOHNSTON, Chair
Board of Commissioners
Date: _____

Diane Reynolds
Name (printed)

President
Title

LINDSEY MANFRIN, Director
Health and Human Services Dept.
Date: _____

9/2/25
Date

APPROVED AS TO FORM

By: _____
CHRISTIAN BOENISCH
County Counsel

Exhibit A
Statement of Work

Transitional Treatment Recovery Services (“TTRS”)

Provide certified peer recovery mentor support (CRM) services focused primarily on recovery support services to families who reside in Yamhill County and whose children have been removed, or are at significant risk of removal, for reasons of abuse or neglect, or children who are currently in substitute care returning home to their family or caregivers.

Services will be targeted towards families with an open Child Welfare assessment, open Child Welfare case, who are enrolled in County's Substance Use Disorder treatment services. Additional CRM services may be provided to individuals enrolled in County's Substance Use Disorder treatment services as prioritized by the County's HHS Director or designee.

1. Contractor shall provide CRM services in partnership with County's Substance Use Disorder outpatient staff including engagement, entry into care and CRM services as encounter data in the County's Electronic Medical Record (EMR). The goal of this service is to assist client families to become self-sufficient and provide a safe environment for their family by removing barriers in life that are present due to substance abuse and other psychosocial problems.
2. The Contractor shall have access to County's electronic medical records on identified clients in the County's transitional treatment homes and shall be required to add all service contacts and progress notes to assist joint efforts to maintain a comprehensive clinical record in County's EMR. Contractor will ensure that no encounter data services are provided until they have reviewed the Individualized Support Plan (ISP) and verified that services about to be performed are included in the current ISP. Contractor will be responsible to ensure that all of the Contractor's employees covered under this Contract are fully trained in 42 CFR, Health Insurance Portability and Accountability Act (HIPAA), Confidentiality rules, County's fraud and abuse policy as required by Centers for Medicare & Medicaid Services (CMS), complaints and abuse reporting rules and the Business Associate/Qualified Service Organization Agreement between County and Contractor in an effort to ensure that County's records are used solely for the purposes intended under this Contract.
3. The Contractor shall provide recovery services at the County's transitional treatment homes to include coaching and skill building and may include community meeting participation; transportation, support and motivational encouragement of client activation and involvement in their health care in relation to primary care services. These services are to be made available at minimum of once per week for each client in the program and documented in the EMR, including unsuccessful attempts to contact.

4. The Contractor shall provide CRM services seven days a week and have one certified recovery mentor (CRM) available on call 24/7 to assist in providing support to individuals in the stabilization home in partnership with County. This includes providing CRMs to staff the facility afternoons, nights and weekends.
5. The Contractor will be responsible for the administrative supervision of its CRM services staff and collaboration with DHS Child Welfare staff and the County's Transitional Treatment Recovery Services (TTRS) team including manager, supervisor, TTRS coordinator, clinical supervisor and Adult Behavioral Health staff regarding coordinated support planning. This will include support of CRM staff who are serving clients enrolled in TTRS services through the County and participation in clinical supervision provided by County.
6. The Contractor shall support SAMHSA's strategic initiative and focus on health, home, purpose and community in their service provisions.
7. The Contractor shall be covered under County's Certificate of Approval (COA) for addictions treatment by the Oregon Health Authority for recovery mentor services, acting as the County's agent.
8. Contractor will attend and participate in HHS Provoking Hope leadership team meetings as coordinated with the goal of quality assurance, system improvement, and program planning on a routine basis.
9. Contractor will provide County with a quarterly summary of total number of contacts, categorized by client name or ID number.
10. Contractor will provide the services of a Certified Recovery Mentor(s), to assist Clients as follows. The Certified Recover Mentor shall:
 - a. Conduct a Client Family needs assessment to determine the Family's needs and the barriers to self-sufficiency;
11. Provide peer mentorship, peer support and peer skills training to build and expand client's recovery support network;
 - a. 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;
 - b. 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
 - c. 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.

- d. 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:
 - i. Comprehensive drug and alcohol screenings and assessments;
 - ii. Outpatient treatment services including counseling and mentors;

12. **TRANSPORTATION SERVICES.** Contractor shall provide Client transportation services in order to facilitate Client’s participation in TTRS services. ODHS prefers that all transportation services be provided using Contractor’s vehicles; however Contractor may provide these services through its employees’ personal vehicles if the employee’s vehicle meets the standard requirements found in Subsection e. below.

- a. **Policies and Procedures.** Contractor shall create and adhere to written policies and procedures that describes the Contractor’s practices for ensuring the safety of all involved during the provision of transportation services. Contractor’s policies and procedures shall address all requirements of this Exhibit C, Section 12, “Transportation Services”. Contractor shall make such policies and procedures available to the County and the ODHS Agreement Administrator or delegate upon request.
- b. **Driving Record Evaluation and Risk Assessment.** Contractor’s policies and procedures must include a process for conducting a driving record evaluation and risk assessment (“Assessment”) for each individual who will be performing the duties of a driver in providing transportation services under this Contract. The Contractor’s Assessment process must include (1) the requirement that the Assessment must be conducted before the individual begins performing the duties of a driver, and (2) verification of each individual’s current and valid driver’s license confirmed through a review of a current personal driving record from the Department of Motor Vehicles in all states in which the driver has held a license in the past three years. Contractor shall conduct an Assessment for each individual who will be performing the duties of a driver pursuant to Contractor’s policies and procedures. Contractor shall keep a copy of the completed Assessment in the driver’s personnel file and make available to County and ODHS upon request.
- c. **Verification.** Prior to performing transportation services, Contractor shall provide County and the ODHS Agreement Administrator a completed “Contractor Staff Roster”, or other written document as approved by the County and the ODHS Agreement Administrator, verifying that each individual who will be performing the duties of a driver has been determined to be suitable to perform transportation services per the Contractor’s driving record evaluation and risk assessment process and procedure.
- d. **Transportation Standards.**
 - 1. Contractor shall ensure that each individual performing the duties of driver as part of providing transportation services under this Contract follows all applicable traffic laws at all times when operating a vehicle.
 - 2. Contractor shall ensure that each individual performing transportation services, whether the individual is performing the duties of driver or not:

- i. Receives a copy of Contractor's policies and procedures that addresses all requirements of this Exhibit A, Section 12, "Transportation Services";
 - ii. Does not carry on their person, nor shall the vehicle transport, guns, knives, or weapons of any type, or any potentially hazardous material while providing transportation services;
 - iii. Carry a fully charged and operational cellular telephone while providing transportation services and shall follow all applicable laws regarding use of telephonic devices while driving pursuant to ORS 811.507;
 - iv. Does not smoke, vape, or use any tobacco products while providing transportation services;
 - v. Requires all occupants properly use seat belts in accordance with Oregon law. This includes child safety systems pursuant to ORS 811.210; and
 - vi. Immediately notifies Contractor if involved in an accident, receives a traffic citation, or is convicted of a traffic violation at any time
3. Violations.
 - i. Contractor's policies and procedures must include a process for addressing concerns if there is reason to believe an individual providing transportation services under this Contract has violated any of the transportation standards listed in Subsections (1) or (2) of this Exhibit A, Section 12, "Transportation Services";
 - ii. If Contractor discovers that an individual who performs the function of driver under this Contract has been convicted of any new traffic violations, Contractor shall immediately remove the individual from performing the function of driver under this Contract until the Contractor has conducted a new driving record evaluation and risk assessment pursuant to the Contractor's policies and procedures; and
 - iii. If there is credible reason to believe that a new conviction or condition may be found during a criminal history check of an individual providing transportation services, whether performing the function of driver or not, Contractor shall initiate a new background check pursuant to OAR 407-007-0220.
- e. Vehicle Standards. Contractor shall ensure each vehicle being used for transportation services under this Contract meets the following standards:
 1. Vehicle is properly registered;
 2. Vehicle is maintained in a safe operating condition;
 3. Vehicle has an uncluttered passenger compartment;
 4. Vehicle is covered by an insurance policy that is in full force and effect as required in Exhibit C, "Subcontractor Insurance Requirements".;
 5. Vehicle is equipped with a first aid kit;
 6. Vehicle contains vehicle manufactured seats and seat belts that are properly installed and maintained; and
 7. Vehicle has an appropriate and properly installed child safety seat if transporting children who are required to be in one based on the child's age, weight, and height pursuant to ORS 811.210.

EXHIBIT B
BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT

RECITALS

- A. The CONTRACTOR may use and disclose Protected Health Information and Electronic Protected Health Information (“EPHI”) in the performance of its obligations under the Agreement; and
- B. County operates a drug and alcohol treatment program subject to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, “Part 2”); if CONTRACTOR is a Qualified Service Organization (QSO) under Part 2 it also must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information with respect to the performance of its obligations under the Agreement; and
- C. The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164, require that COUNTY, as a Covered Entity, obtain satisfactory assurances from its Business Associates, as that term is defined in the Privacy Rule and Security Rule, that they will comply with the Business Associate requirements set forth in 45 CFR 164.502(e) and 164.504(e) and as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”); CONTRACTOR is a Business Associate of COUNTY and desires to provide such assurances with respect to the performance of its obligations under the Agreement pursuant to this Business Associate/Qualified Service Organization Agreement (“BAA”); and
- D. Both COUNTY and CONTRACTOR are committed to compliance with the standards set forth in Part 2, the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of their obligations under the Agreement.

NOW, THEREFORE, in consideration of mutual and valuable consideration which the parties hereby acknowledge as received, the parties agree as follows:

AGREEMENT. The parties agree that the following terms and conditions shall apply to the performance of their obligations under the Agreement, effective upon execution of this BAA. Capitalized terms used, but not otherwise defined in this BAA, shall have the same meaning as those terms in Part 2, the Privacy Rule and Security Rule.

1. SERVICES. Pursuant to the Agreement, CONTRACTOR provides certain services for or on behalf of COUNTY, as described in the Agreement, which may involve the use and disclosure of Protected Health Information and EPHI. CONTRACTOR may make use of Protected Health Information and EPHI to perform those services if authorized in the Agreement and not otherwise limited or prohibited by this BAA, Part 2, the Privacy Rule, the Security Rule and other applicable federal or state laws or regulations. All other uses of Protected Health Information and EPHI are prohibited.

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

(a) CONTRACTOR agrees to not use or disclose Protected Health Information or EPHI other than as permitted or required by the Agreement (as amended by this BAA), and as permitted by Part 2, the Privacy Rule, the Security Rule or as required by Law. Notwithstanding any other language in this BAA, CONTRACTOR acknowledges and agrees that any patient information it receives from COUNTY that is protected by Part 2 regulations is subject to protections that prohibit CONTRACTOR from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

(b) CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information and EPHI other than as provided for by the Agreement as amended by this BAA, and if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.

(c) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information or EPHI by CONTRACTOR in violation of the requirements of the Agreement, as amended by this BAA.

(d) CONTRACTOR agrees to report to COUNTY, as promptly as possible, any use or disclosure of the Protected Health Information or EPHI not provided for by the Agreement, as amended by this BAA, of which it becomes aware.

(e) CONTRACTOR agrees to ensure that any agent, including a contract hearing officer or other subcontractor, to whom it provides Protected Health Information or EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through the Agreement, as amended by this BAA, to CONTRACTOR with respect to such information.

(f) CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner designated by COUNTY, to Protected Health Information and EPHI in a Designated Record Set (the hearing file), to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) CONTRACTOR agrees to make any amendment(s) to Protected Health Information and EPHI in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner designated by COUNTY.

(h) CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and any Protected Health Information or EPHI, relating to the use and disclosure of Protected Health Information and EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, available to COUNTY or to the Secretary, within the time and in the manner designated by COUNTY or the Secretary, for purposes of the Secretary determining COUNTY's compliance with Part 2, the Privacy Rule or Security Rule.

(i) CONTRACTOR agrees to refer requests for disclosures of Protected Health Information and EPHI to the COUNTY for response, except for requests related to conducting the contested case hearing. To the extent CONTRACTOR discloses Protected Health Information or EPHI for purposes not related to conducting the contested case hearing, CONTRACTOR agrees to document such disclosures to the extent such documentation is required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(j) CONTRACTOR agrees to provide to COUNTY or an Individual, in time and manner to be designated by COUNTY, information collected in accordance with Section 2(i) of this BAA, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(k) CONTRACTOR agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the COUNTY.

(l) In the event of Discovery of a Breach of Unsecured Protected Health Information, CONTRACTOR shall:

(i) Notify the COUNTY of such Breach. Notification shall include identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed during such Breach and any other information as may be reasonably required by the COUNTY necessary for the COUNTY to meet its notification obligations;

(ii) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed as a result of such Breach;

(iii) Where the Breach involves more than 500 individuals, confer with the COUNTY as to the preparation and issuance of an appropriate notice to prominent media outlets within the State or as appropriate, local jurisdictions; and,

(iv) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to the Secretary of DHHS of Unsecured Protected Health Information that has been acquired or disclosed in a Breach. CONTRACTOR understands that if the Breach was with respect to 500 or more individuals, such notice to the Secretary must be provided immediately, and therefore, time is of the essence in the obligation to confer with the COUNTY. If the Breach was with respect to less than 500 individuals, a log may be maintained of any such Breach and the log shall be provided to the Secretary annually documenting such Breaches occurring during the year involved.

(v) Except as set forth in (vi) below, notifications required by this section are required to be made without unreasonable delay and in no case later than 60 calendar days after the Discovery of a Breach. Therefore, the notification of a Breach to the COUNTY shall be made as soon as possible and CONTRACTOR shall confer with the COUNTY as soon as practicable thereafter, but in no event, shall notification to the COUNTY be later than 30 calendar days after the Discovery of a Breach. Any notice shall be provided in the manner required by the HITECH Act, sec 13402(e) and (f), Public Law 111-5, 45 CFR 164.404 through 164.410 and as agreed upon by the COUNTY.

(vi) Any notification required by this section may be delayed by a law enforcement official in accordance with the HITECH Act, sec 13402(g), Public Law 111-5.

(vii) For purposes of this section, the terms "Unsecured Protected Health Information" and "Breach" shall have the meaning set forth in 45 CFR § 164.402. A Breach will be considered as "Discovered" in accordance with the HITECH Act, sec 13402(c), Public Law 111-5, 45 CFR 164.404(a)(2).

(m) CONTRACTOR shall comply with 45 C.F.R. 164.308, 164.310, 164.312 and 164.316 and all requirements of the HITECH Act, Public Law 111-5, that relate to security and that are made applicable to Covered Entities, as if CONTRACTOR were a Covered Entity.

(n) CONTRACTOR shall be liable to the COUNTY, and shall indemnify the COUNTY for any and all direct costs incurred by the COUNTY, including, but not limited to, costs of issuing any notices required by HITECH or any other applicable law, as a result of CONTRACTOR's Breach of Unsecured Protected Health Information.

3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

(a) General Use and Disclosure Provisions.

(1) Except as otherwise limited or prohibited by this BAA, CONTRACTOR may use or disclose Protected Health Information and EPHI to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement and this BAA, provided that such use or disclosure would not violate Part 2, the Privacy Rule or Security Rule if done by COUNTY or the minimum necessary policies and procedures of COUNTY.

(2) COUNTY has determined that disclosures to CONTRACTOR under the Agreement are necessary and appropriate for COUNTY's Treatment, Services, Payment and/or Health Care Operations under Part 2, the HIPAA Privacy Rule and Security Rule and Required By Law under Or Laws 1999, ch. 849 (HB 2525).

(3) All applicable federal and state confidentiality or privacy statutes or regulations, and related procedures, continue to apply to the uses and disclosures of information under this BAA, except to the extent preempted by Part 2 or the HIPAA Privacy Rule and Security Rule.

(b) Specific Use and Disclosure Provisions.

(1) Except as otherwise limited in this BAA, CONTRACTOR may use Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.

(2) Except as otherwise limited in this BAA, CONTRACTOR may disclose Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) CONTRACTOR may use Protected Health Information and EPHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(4) CONTRACTOR may not aggregate or compile COUNTY's Protected Health Information or EPHI with the Protected Health Information or EPHI of other Covered Entities unless the Agreement permits CONTRACTOR to perform Data Aggregation services. If the Agreement permits CONTRACTOR to provide Data Aggregation services, CONTRACTOR may use Protected Health Information and EPHI to provide the Data Aggregation services requested by COUNTY as permitted by 45 CFR 164.504(e)(2)(i)(B), subject to any limitations contained in this BAA. If Data Aggregation services are requested by COUNTY, CONTRACTOR is authorized to aggregate COUNTY's Protected Health Information and EPHI with Protected Health Information or EPHI of other Covered Entities that the CONTRACTOR has in its possession through its capacity as a CONTRACTOR to such other Covered Entities provided that the purpose of such aggregation is to provide COUNTY with data analysis relating to the Health Care Operations of COUNTY. Under no circumstances may CONTRACTOR disclose Protected Health Information or EPHI of COUNTY to another Covered Entity absent the express authorization of COUNTY.

4. OBLIGATIONS OF COUNTY.

(a) COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI. COUNTY may satisfy this obligation by providing CONTRACTOR with COUNTY's most current Notice of Privacy Practices.

(b) COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information or EPHI, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI.

(c) COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information or EPHI that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information or EPHI.

5. PERMISSIBLE REQUESTS BY COUNTY.

(a) COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information or EPHI in any manner that would not be permissible under Part 2, the Privacy Rule or Security Rule if done by COUNTY, except as permitted by Section 3(b) above.

(b) COUNTY may conduct a survey of CONTRACTOR with respect to CONTRACTOR's compliance with the terms of this BAA and applicable law for the establishment of policies and procedures for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY. CONTRACTOR shall implement any recommendations of COUNTY resulting from such surveys as may be reasonably necessary to ensure compliance with the terms of this BAA and applicable law for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY.

6. TERM AND TERMINATION.

(a) Effective Date; Term. This BAA shall be effective on the date on which all parties have executed it and all necessary approvals, if any, have been granted. This BAA shall terminate on the earlier of (i) the date of termination of the Agreement, or (ii) the date on which termination of the BAA is effective under Section 6(b).

(b) Termination for Cause. In addition to any other rights or remedies provided in this BAA, upon either the COUNTY's or CONTRACTOR's knowledge of a material breach by the other party of that party's obligations under this BAA, the party not in breach shall either:

(1) Notify the other party of the breach and specify a reasonable opportunity in the Notice of Breach to the party in breach to cure the breach or end the violation, and terminate the Agreement and this BAA if the party in breach does not cure the breach of the terms of this BAA or end the violation within the time specified;

(2) Immediately terminate the Agreement and this BAA if the party in breach has breached a material term of this BAA and cure is not possible in the reasonable judgment of the party not in breach; or

(3) If neither termination nor cure is feasible, the party not in breach shall report the violation to the Secretary.

(4) The rights and remedies provided in this BAA are in addition to any rights and remedies provided in the Agreement.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section 6(c), upon termination of the Agreement and this BAA, for any reason, the party in breach shall, at the other party's option, return or destroy all Protected Health Information and EPHI received from the other party, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information and EPHI that is in the possession of CONTRACTOR or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information or EPHI.

(2) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information or EPHI is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon COUNTY's written acknowledgement that return or destruction of Protected Health Information or EPHI is infeasible, CONTRACTOR shall extend the protections of this BAA to such Protected Health Information and EPHI and limit further uses and disclosures of such Protected Health Information and EPHI to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information or EPHI.

7. MISCELLANEOUS.

(a) Regulatory References. A reference in this BAA to a section in Part 2, the Privacy Rule, or Security Rule, or the HITECH Act means the section in effect as of the effective date of this BAA or as the Rules may be subsequently amended from time to time.

(b) Amendment; Waiver. The Parties agree to take such action as is necessary to amend the Agreement and this BAA from time to time as is necessary for COUNTY to comply with the requirements of Part 2, the Privacy Rule, Security Rule, HIPAA and the HITECH Act. No provision hereof shall be deemed waived unless in writing, duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this BAA.

(c) Survival. The respective rights and obligations of CONTRACTOR under Section 6(c), this Section 7(c), and Section 7(e) of this BAA shall survive the termination of the Agreement and this BAA.

(d) Interpretation; Order of Precedence. Any ambiguity in this BAA or the Agreement shall be resolved to permit COUNTY to comply with Part 2, the Privacy Rule, Security Rule and the HITECH Act. The terms of this BAA amend and supplement the terms of the Agreement, and whenever possible, all terms and conditions in this BAA and the Agreement are to be harmonized. In the event of a conflict between the terms of this BAA and the terms of the Agreement, the terms of this BAA shall control; provided, however, that this BAA shall not supersede any other federal or state law or regulation governing the legal relationship of the parties, or the confidentiality of records or information, except to the extent that HIPAA preempts those laws or regulations. In the event of any conflict between the provisions of the Agreement (as amended by this BAA) and Part 2, the Privacy Rule or the Security Rule, the more stringent rule shall apply.

(e) No Third-Party Beneficiaries. COUNTY and CONTRACTOR are the only parties to this BAA and are the only parties entitled to enforce its terms. Nothing in this BAA 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this BAA.

(f) Successors and Assigns. The provisions of this BAA and the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

(g) Except As Amended. Except as amended by this BAA, all terms and conditions of the Agreement shall remain in full force and effect.

8. SIGNATURES.

By signing this BAA, the parties certify that they have read and understood this BAA, that they agree to be bound by the terms of this BAA and the Agreement, as amended, and that they have the authority to sign this BAA.

CONTRACTOR:

By: Mare Reynolds
Title: President
Date: 9/2/25

COUNTY: Signed by:

By: Kit Johnston
8E58DDAC84AB478...
Title: Chair, Board of Commissioners
Date: 9/25/2025

Exhibit C
(see attached)

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, CONTINUOUS CLAIMS MADE 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 County. 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 Subcontract. It does not include a subcontractor with which the Contractor enters into a contract.

TYPES AND AMOUNTS

1. **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.

2. **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 of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Subcontract, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit must not be less than \$3,000,000.

3. Automobile Liability:

Required **Not required**

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

4. 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 Subcontract by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$ _____ per claim. Annual aggregate limit must not be less than \$ _____. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide Continuous Claims Made coverage as stated below.

5. Network Security and Privacy Liability:

Required **Not required**

Contractor shall provide Network Security and Privacy Liability Insurance for the duration of this Subcontract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to State of Oregon or client data, whichever is longer, with a combined single limit of no less than \$ _____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of State of Oregon or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of State of Oregon data.

6. Physical Abuse and Molestation:

Required **Not required**

Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the County covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor’s employees and volunteers. Policy endorsement’s definition of an insured must include the Contractor, and the Contractor’s employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$ _____ per occurrence. Any annual aggregate limit must not be less

than \$ _____. Coverage can be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

7. **Excess/Umbrella Insurance.** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.
8. **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.
9. **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 services to be performed under this Subcontract. Coverage must 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.
10. **Waiver of Subrogation.** Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the County or State of Oregon by virtue of the payment of any loss. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the Contractor or the Contractor’s insurer(s).
11. **Continuous Claims Made Coverage.** If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain 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’s termination of this Subcontract, or
 - (iii) The expiration of all warranty periods provided under this Subcontract.
12. **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 Subcontract. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an

endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Subcontract. 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 County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Subcontract.

13. **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).
14. **Insurance Requirement Review.** Contractor agrees to periodic review of insurance requirements by County under this Subcontract and to provide updated requirements as mutually agreed upon by Contractor and County.
15. **County Acceptance.** All insurance providers are subject to County acceptance. If requested by County, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to County's representatives responsible for verification of the insurance coverages required under this Exhibit.