To request translation or disability-related accommodations, please contact us at **SS-ADArequest@clackamas.us**| **503-655-8640**.

Si quiere solicitar servicios de traducción o adaptaciones para la discapacidad, contáctenos en/al **SS-ADArequest@clackamas.us** | **503-655-8640**.

Чтобы запросить перевод или приспособления, связанные с инвалидностью, пожалуйста, свяжитесь с нами по: **SS-ADArequest@clackamas.us** | **503-655-8640**.

Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: **SS-ADArequest@clackamas.us** | **503-655-8640**.

如需翻译服务或残障相关的协助，请与我们联系：**SS-ADArequest@clackamas.us** | **503-655-8640**。

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **SS-ADArequest@clackamas.us** | **503-655-8640.**

Clackamas County

www.clackamas.us

Health, Housing & Human Services
CLACKAMAS COUNTY

Mary Rumbaugh
Director

December 3, 2026 BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Grant Agreement with the Oregon Department of Human Services for non-medical transportation for Medicaid-eligible individuals. Total Agreement Value is $175,000 for 2 years. Funding is through the Oregon Department of Human Services. No County General Funds are involved.

Previous Board Action/Review: Previous request approved by BCC 20241127-I.D.3
Performance Clackamas: Safe, Secure, and Livable Communities
Counsel Review: Yes, Andrew Naylor **Procurement Review:** NA
Contact Person: Tracy Garell **Contact Phone:** 503-655-8641

EXECUTIVE SUMMARY: The Social Services Division of the Health, Housing and Human Services Department requests approval of a revenue grant agreement with the Oregon Department of Human Services. These funds will support non-medical transportation for elderly and disabled individuals receiving Medicaid benefits.

Transportation services for elderly and disabled individuals assist Medicaid eligible residents to remain independent in the community for as long as possible. 1,160 Medicaid funded rides were provided to eligible individuals in the previous fiscal year. Rides are provided by Transportation Reaching People and senior centers throughout Clackamas County.

This agreement represents a renewal of a previously awarded grant for Medicaid funds through the Oregon Department of Human Services. Total Agreement Value is $175,000.00. A required match at the current Federal Fiscal Year match rate of 35% will be provided through Statewide Transportation Improvement Funds. No County General Funds are involved.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve the Intergovernmental Agreement (12712) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,
Mary Rumbaugh
Mary Rumbaugh
Director of Health, Housing and Human Services

For Filing Use Only

Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

If renewal or direct appropriation, complete sections I, II, IV & V only. Section III is not required.

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

CONCEPTION*

Section I: Funding Opportunity Information - To Be Completed by Requester

Award type: ☑ Direct Appropriation (no application) Subrecipient Award Direct Award

Award Renewal? ☑ Yes No

Lead Fund *# and Department*:	Fund 240, H3S
Name of Funding Opportunity:	T-19 Non-medical Transport

Funding Source: Federal – Direct Federal – Pass through ☑ State Local

Requestor Information: (Name of staff initiating form)	Tonia Hunt
Requestor Contact Information:	Thunt@clackamas.us
Department Fiscal Representative:	Doug Green
Program Name & Prior Project #: (please specify)	Non-Med/Medicaid Rides, 400225306

Brief Description of Project:

Non-medical transport for Medicaid eligible individuals, specifically elderly and disabled.

Name of Funding Agency: Oregon Department of Human Services

Notification of Funding Opportunity Web Address: NA

OR

Application Packet Attached: Yes ☑ No

Completed By: Date:

***** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE *****

Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep

Competitive Application Non-Competing Application ☑ Other

Assistance Listing Number (ALN), if applicable:	NA	Funding Agency Award Notification Date:	N/A
Announcement Date:	NA	Announcement/Opportunity #:	NA
Grant Category/Title	Transportation - Non-medical transport	Funding Amount Requested:	$175,000
Allows Indirect/Rate:	Yes	Match Requirement:	Yes, current Federal Fiscal Year match rate is 35%
Application Deadline:	NA	Total Project Cost:	$175,000
Award Start Date:	11/1/2026	Other Deadlines and Description:	NA
Award End Date	10/31/2028		
Completed By:	Kristina Babocck	Program Income Requirements:	NA
Pre-Application Meeting Schedule:	NA		

Additional funding sources available to fund this program? Please describe:

Required match is paid with state STIF funds.

How much General Fund will be used to cover costs in this program, including indirect expenses?

No county general funds are involved.

How much Fund Balance will be used to cover costs in this program, including indirect expenses?

No Fund Balance funds are involved.

In the next section, limit answers to space available.

Section III: Funding Opportunity Information - **To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff**

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

2. Who, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this funding opportunity? How will we meet these objectives?

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

Fiscal

*1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list **all** funding sources and amounts.*

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

Other information necessary to understand this award, if any.

Program Approval:

Kristina Babcock	9/1/26	Kristina Babcock
Name (Typed/Printed)	Date	Signature

***** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR*****
*****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN*****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)

Tracy Garell	9/3/2026	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

Denise Swanson	Sep 8, 2026	Denise Swanson (Sep 8, 2026 17:26:25 PDT)
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION

Bouavieng Bounnam	Sep 9, 2026	Bouavieng Bounnam
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (*WHEN NEEDED FOR DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)*

Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications $150,000 and below:

COUNTY ADMINISTRATOR	Approved:	Denied:
Name (Typed/Printed)	Date	Signature

For applications up to and including $150,000 email form to BCC staff at CA-Financialteam@clackamas.us for Gary Schmidt's approval.

For applications $150,000.01 and above, email form with Staff Report to the Clerk to the Board at ClerktotheBoard@clackamas.us to be brought to the consent agenda.

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department at

and

Grants Manager at financegrants@clackamas.us

when fully approved.

Department: keep original with your grant file.

H3S-SS-Lifecycle_Fund 240_T-19 Medicaid Non-Medical rides_FY27 - SSD Signed

Final Audit Report 2026-09-09

Created:	2026-09-09
By:	Qudsia Sediq (QSediq@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8hX_LRBiX6OxqD6EmV67m0KSaTEksC--

"H3S-SS-Lifecycle_Fund 240_T-19 Medicaid Non-Medical rides_FY27 - SSD Signed" History

Document created by Qudsia Sediq (QSediq@clackamas.us)
2026-09-09 - 0:10:11 AM GMT- IP address: 198.245.132.3

Document emailed to dswanson@clackamas.us for signature
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Email viewed by dswanson@clackamas.us
2026-09-09 - 0:12:51 AM GMT- IP address: 51.54.38.112

Signer dswanson@clackamas.us entered name at signing as Denise Swanson
2026-09-09 - 0:26:23 AM GMT- IP address: 198.245.132.3

Document e-signed by Denise Swanson (dswanson@clackamas.us)
Signature Date: 2026-09-09 - 0:26:25 AM GMT - Time Source: server- IP address: 198.245.132.3 - Signature Appearance Selected: DRAW

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Document e-signed by Bouavieng Bounnam (BBounnam@clackamas.us)
Signature Date: 2026-09-09 - 6:06:17 PM GMT - Time Source: server- IP address: 73.25.232.184 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-09-09 - 6:06:17 PM GMT

Agreement Number 188251

STATE OF OREGON INTERGOVERNMENTAL AGREEMENT

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

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

Clackamas County
acting by and through its Social Services Division
Attn: Kristina Babcock, Human Services
Supervisor 2051 Kaen Road, P.O. Box 2950
Oregon City, Oregon 97045
Telephone: 503.650.3929 or 971.349.0481
kbabcock@clackamas.us

hereinafter referred to as "**County**."

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

Aging and People with Disabilities (APD)
Long-Term Services and Supports
Agreement Administrator: Paul E. Johnson or
delegate 500 Summer Street NE, E10
Salem, Oregon 97301-1076
Telephone: 971.209.5020
Email address: paul.e.johnson@odhs.oregon.gov

1. **Effective Date and Duration**. This Agreement, when fully executed by every party, shall become effective on **November 1, 2026**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **October 31, 2028**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. **Agreement Documents**.

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

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

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

   b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, B, A, and C.

3. **Consideration**.

   a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **$175,000.00**. 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 Determination. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:

☐ Not applicable ☒ County is a contractor

Assistance Listings number(s) of federal funds to be paid through this Agreement: for K-Plan Riders: 93.778. Federal funds are paid for K-Plan (Title XIX) riders not to Oregon Project Independence – Medicaid (OPI-M) Riders. No federal match is paid for OPI-M Riders.

5. County Proof of Insurance and Certification.

a. County 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.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Workers' Compensation Insurance Company: Self-Insured

Policy #: _____ Expiration Date: _____

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. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County, in addition to any remedies that may be available to ODHS under this Agreement;

(2) The information shown in Section 5.a. 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) To the best of the undersigned's knowledge, County and County's employees and agents involved with the Services 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 to ODHS is true and accurate. If this information changes, County shall 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.

Clackamas County acting by and through its Social Services Division By:

Authorized Signature	Printed Name
Title	Date

County Legal Counsel: (remove if not needed):

	Andrew Naylor
Authorized Signature	Printed Name
Assistant County Counsel	11/16/2026
Title	Date

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

Authorized Signature	Printed Name
Title	Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(b)
Oregon Department of Justice Date

EXHIBIT A

Part 1
Definitions

In addition to any terms that may be defined elsewhere in the Agreement, the following terms shall have the following meanings:

1. **"Agreement Administrator"** means the individual listed on page 1 of this Agreement and designated by the Oregon Department of Human Services to conduct contract administration duties for this non-medical transportation services Agreement.

2. **"Case Manager"** means an APD or Area Agency on Aging (AAA) Local Office employee who is responsible for authorizing, implementing, and monitoring the delivery and effectiveness of a Consumer's Medicaid in-home services.

3. **"Central Dispatch"** means the County's centralized authorization and dispatch call center for Rides.

4. **"Consumer"** or **"Client"** means an individual receiving Medicaid in-home services who meets eligibility requirements and established priorities in OAR chapter 411, division 015 and resides in a living arrangement described in OAR 411-030-0033 and who meets ODHS' criteria for the Aging and People with Disabilities community transportation set forth in OAR 411-030-0055, OAR 411-015-0000 through 411-015-0100 and OAR 461-155-0250. A Consumer must be authorized for Non-Medical Transportation Services in their Person-Centered Service Plan and must reside in the contracted Service Area. For purposes of this Agreement, Consumer and Client are interchangeable terms.

5. **"Direct Costs"** means monthly business costs directly connected to the actual delivery of Non-Medical Transportation Services, including labor costs (wages, salaries and benefits for employees directly involved in service delivery), vehicle and maintenance costs, fuel costs, etc.

6. **"Federal Funds"** means all funds paid to County under this Agreement that ODHS receives from an agency, instrumentality, or program of the federal government of the United States.

7. **"Indirect Costs"** means monthly expenses not directly tied to the delivery of transportation services but include costs involved with overall operational needs, such as rent, utilities, insurance, and administrative expenses including office supplies and salaries. Indirect costs mean the same thing as overhead costs.

8. **"K-Plan"** (also referred to as Title XIX, 1915(k) State Plan or the Community First Choice Option), means the Medicaid state plan option authorized that allows states to provide home and community-based services and supports and be eligible to receive six percent of the cost of those Services through a federal subsidy.

9. **"Local Office"** means an APD or AAA office which provides in-person assessments and Consumer Service Authorizations (through an agreement with County) to coordinate Non-Medical Transportation Services to Medicaid In-Home Consumers in a specified Service Area.

10. **"Monthly Invoice"** means a required request for payment for each billing month for Non-Medical Transportation Services performed by the County and submitted to ODHS for payment. The Monthly Invoice records the number of individual riders and the total Rides provided based upon the contracted rate-per-Ride amount and calculated using the current Federal match rate for K-Plan Riders and no Federal match for OPI-M riders.

11. **"Non-Medical Transportation Service**s" or **"Services"** means Transportation Services authorized and included in an eligible Medicaid in-home Consumer's service plan, which County is authorized to provide, and which enable Consumers to gain access to community services, activities, and resources specified by the Consumer's Person-Centered Service Plan.

12. **"Oregon Project Independence – Medicaid (OPI-M)"** means an in-home program providing limited, preventive in-home services to adults and people with disabilities, including non-medical transportation, who require assistance with activities of daily living.

13. **"Person-Centered Service Plan"** means an individualized, written plan, which addresses all relevant aspects of a Consumer's health, socialization and community access service and support needs.

14. **"Prime Numbe**r" means the Consumer's ODHS assigned identification number for Medicaid services.

15. **"Provider"** means a non-profit company, a for-profit company, or an individual with whom County subcontracts to provide non-medical Rides for in-home Consumers. Provider also means County when County, at its discretion, provides Rides to in-home Consumers.

16. **"Ride"** means one-way Non-Medical Transportation Services for an in-home Consumer either to or from a location in the Service Area.

17. **"Ridership Record"** means a monthly record of total Rides delivered and the names and prime numbers of individual riders who used Non-Medical

Transportation Services, that are recorded and submitted in writing with the Monthly Invoice.

18. **"Referral"** means a document provided to the Contractor by an APD or AAA Case Manager or developed by the Contractor and sent to a Consumer's Case Manager, that is used to verify an in-home Consumer's eligibility for Services under this Agreement.

19. **"Service Area"** means Ride destinations within the areas specified in Exhibit A, Part 2, "Statement of Work" Section 2.d. that are served through the County's Central Dispatch.

20. **"Service Authorization"** means verification of the Consumer's eligibility for Rides as provided by the Case Manager or other Local Office staff.

21. **"Transportation Provider Standards**" means the service standards that County is required to meet, and that County must require its Providers to meet as set forth in Exhibit A, Part 2 "Statement of Work," Section 3. "Transportation Provider Standards."

EXHIBIT A

Part 1
Statement of Work

1. Purpose.

County shall develop and implement processes to provide Non-Medical Transportation Services ("Services") efficiently, and in a manner than minimizes costs and maximizes value for the state of Oregon, while meeting ODHS Consumers' Non-Medical Transportation needs.

2. Services to be Provided. County is responsible to ensure Services for ODHS Consumers in accordance with the following:

a. Consumer Access

(1) County shall maintain its operation of Services in a manner that is conducive to responding to inquiries and requests for Services made by Consumers residing in County's Service Area as defined in subsection d below. County shall provide Consumers access to County's Central Dispatch from 8:30 am to 4:30 pm, Monday through Friday, except for New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas Day. County shall ensure that Services are available from 8:00 am to 5:00 pm.

(2) County shall request ODHS approval of intended days of closure for County's Central Dispatch, with the exception of the days identified in Section 2.a.(1) above, by notifying ODHS at least thirty (30) calendar days in advance of closure. If ODHS does not deny the request within ten (10) calendar days of request notification, the request shall be considered approved. If extreme weather events or natural disasters occur in the Service Area and Services cannot be provided safely, requests may be refused until safe transport can be provided.

(3) County's failure to comply with this Section 2.a. shall be considered a material breach of this Agreement.

b. Receiving and Processing Consumer Referrals for Service

County or its Provider(s) shall receive all requests or Referrals for Services from a Consumer's Case Manager. Requests or Referrals for Services should not be submitted to County directly from a Consumer or a Consumer's representative. A Case Manager must authorize

services before the County initiates Services for a Consumer as follows:

(1) The ODHS Agreement Administrator shall provide an approved Referral Form to be completed by the Consumer's Case Manager. If the County wishes to use another Referral form or process, that form and process must be approved by ODHS and must be in accordance with this Subsection b.

(2) The approved Referral form shall include: the Consumer's name and Prime number, address, phone number, living situation (private residence, apartment, etc.), Medicaid in-home benefit (K-Plan or OPI-M), contact information if other than the Consumer (i.e., representative), summary of approved Ride destinations (i.e., shopping, senior center, church, family visit, etc.), specific consumer information (e.g., needs ambulation assistance, has cognitive challenges, etc.), indication of use of a mobility device, if applicable (e.g., walker, motorized wheelchair, etc.), if a volunteer attendant accompanies the Consumer on Rides, the number of one-way Rides per month authorized by the Case Manager, and the Consumer's Case Manager's name, and the date range the Consumer is authorized to receive Rides.

(3) County or its Provider(s) shall review and verify a Consumer's eligibility and contact information by:

(a) Reviewing Referrals for Services authorized and provided by the Local Office Case Manager.

(i) The County or its Provider(s) must ensure the information recorded in the Referral is complete and must contact the Local Office Case Manager or other Local Office staff if additional information is needed to clarify eligibility or personal information.

(ii) The County or its Provider(s) must record if the Consumer's Medicaid in-home service benefit (i.e., Title XIX [K Plan] or Oregon Project Independence Medicaid [OPI-M]) and record this information when calculating an accurate local match payment for monthly invoices.

(b) Keeping a physical or electronic copy of Referrals on file received during the duration of the Agreement.

(c) Calling the Consumer when initiating Services or if information is needed for the Consumer to physically access Services.

c. Determination of Service Authorization and Appropriate Provider of Services

(1) County shall either provide Services itself or subcontract with one or more Providers for which County has received current Service Authorization from the Local Office. County or Providers shall not provide Services in excess of the number of Services and Ride destinations authorized by a Consumer's Case Manager in the Local Office.

(2) If County elects to subcontract with one or more Providers for the Services to ODHS Consumers, County shall incorporate into all subcontracts with the Providers, the Transportation Provider Standards set forth in Section 3 below.

(3) County shall assign Providers to provide Services to Consumers based upon an evaluation of several factors, including, but not limited to, costs, driver authorization and availability, appropriately equipped vehicles, accessibility, capacity and safety features, any factors related to Provider capabilities, Provider past performance (if available), and any other reasonable factors that may affect the Provider's capacity to safely provide Services. County shall assign Services to Providers at its sole discretion.

d. Service Area

(1) Service Area means destinations within **Clackamas, Washington, and Multnomah counties** in Oregon that are up to **25** miles from the Consumer's residence in **Clackamas** County. Providers may provide Services further than **25** miles from the Consumers' residence only when County provides written approval as set forth in this Section 2. Subsection d.(4) below.

(2) County is recognized as the authorized provider of Services for Consumers within County's Service Area, even if those Services are provided by Providers subcontracted by the County.

(3) County shall maintain or shall require a Provider to maintain a Central Dispatch for Non-Medical Transportation Services in the Service Area.

(4) County and Providers shall pick up and deliver Consumers only to locations within the Service Area authorized by Local Office. Destinations are authorized in a Consumer's Service Plan to support the Consumer's care needs and defined social engagement goals.

(5) If a Consumer requests services outside the Service Area and the County or a Provider is willing to provide such services to the Consumer, County shall request and obtain written approval from the Local Office prior to providing services outside of the Service Area.

e. Scheduling of Services

(1) County shall ensure Providers make every effort possible to arrange Services on same day of notice from Consumers and within the time frame requested by Consumers. County shall require Providers to have procedures in place to assure response to Services requests as soon as reasonably possible.

(2) County shall schedule and accept multiple Services requests at a time for a Consumer.

(3) County shall arrange with an alternate Provider to provide the Services within the Service Area, if the Provider originally authorized to provide the Service is unable to provide ongoing Services.

(4) County and Providers shall pick up Consumers requesting pre-scheduled Services within thirty (30) minutes of the requested pick-up time.

f. Denial of Services and Grievance Process

(1) Prior to denying Services to a Consumer, County shall ensure that the denial of Services is immediately reviewed by one of County's supervisory level employees.

(2) If a Consumer is denied Services, County shall, within 72 hours of denial, send a letter to the subject Consumer, and a copy to the Local Office, explaining why the Consumer's request was denied.

(3) Neither County nor Provider shall deny any Consumer requesting Services on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, health status or the presence of any sensory, mental or physical disability.

(4) County shall establish a Consumer grievance and appeals process, as required by 42 CFR § 431, Subpart E, for any request for Services denied to a Consumer by either County or Provider. County and Providers shall notify Consumers of the grievance and appeals process at the time of denial.

g. Records and Reports

(1) County shall ensure that Providers prepare and maintain an accurate record of Services provided to Consumers, monthly for the duration of this Agreement. Monthly records must contain the following information:

(a) The name and Medicaid Prime Number of the Consumer (or the person requesting the Services on behalf of the Consumer);

(b) Date of provided Services;

(c) Destination(s) of provided Services;

(d) If applicable, the reason for denying Services to a Consumer and the name of the person that denied the request; and

(e) The name of the person preparing the monthly report.

During the duration of the Agreement, County shall maintain a file of monthly reports prepared by Providers. Reports must be recorded by the 20th day of the month following the end of the reporting month. County shall make monthly reports available to the ODHS Agreement Administrator containing the information listed above, if requested.

(2) County shall maintain accurate monthly billing records and Ridership Records for all Services provided by Providers to be included when submitting invoices and for payment and audit purposes. This information should be recorded so that it can be crossed-referenced to actual Services and the specific Consumers transported.

(3) County shall immediately report to ODHS and shall require all Providers to immediately report to County's Central Dispatch, any cases of suspected fraudulent use of Services by a Consumer.

(4) County shall report to ODHS, as specified by 42 CFR 455.17, any suspected fraud or abuse of Services by a Provider. If County or ODHS determines that such Provider fraud has occurred, County shall immediately terminate its subcontract with such Provider.

h. Approval of Marketing Materials

County may, with ODHS prior written approval, provide informational materials for the purpose of marketing or promoting Services.

3. Transportation Provider Standards

County shall comply with the following standards when providing Services under this Agreement. In addition, County shall include the following standards in all subcontracts with Providers. It is the County's responsibility to ensure all Providers meet the following standards.

a. County shall not bill Consumers for Services as specified in 42 CFR 447.15.

b. Vehicle Standards

(1) County shall ensure that all Providers maintain their vehicles to provide comfortable and safe Rides to Consumers. All vehicles shall meet the following requirements:

(a) The interior of the vehicle shall be clean;

(b) No smoking permitted in the vehicle at any time;

(c) Appropriate safety equipment shall be in the vehicle at all times, including but not limited to:

(i) First Aid Kit;

(ii) Fire Extinguisher;

(iii) Roadside reflective or warning devices;

(iv) Flashlight;

(v) Chains or other traction devices (when appropriate); and

(vi) Disposable gloves.

(d) Vehicles shall be maintained in good operating condition equipped with the following:

(i) Seatbelts;

(ii) Side and rear view mirrors;

(iii) Horn; and

(iv) Working turn signals, headlights, taillights, and windshield wipers.

(2) County shall ensure Providers maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer.

(3) County and Providers shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort.

(4) County shall ensure the Providers provide all equipment necessary to transport Consumers using wheelchairs.

c. Drivers. For purposes of this Statement of Work, drivers are either employees of Provider or independent contractors authorized by and supervised by the Provider. The County shall maintain effective oversight in all areas of the following:

(1) County shall inform drivers of their job duties and responsibilities and provide training related to their job duties. County shall also:

(a) Inform drivers about the Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;

(b) Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;

(c) Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation (CPR) and Blood Borne Pathogens (BBP) training within six months of date of hire;

(d) Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and

(e) Establish procedures for drivers to deal with situations in which emergency care is needed for Consumers that they have been assigned to transport.

(2) County's selection of drivers shall include:

(a) Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,

(b) Verification that the driver has successfully passed a Background Check as set forth in Exhibit A, Part 3, Section 4.

d. Disclosure:

Public Law 95-142, Sections 3 and 8 as amended in the Federal Register on July 17, 1979, requires all public and private providers of any Title XVIII, Title XIX, or Social Security Block Grant ("SSBG") services to disclose the names of all persons with an ownership interest, including a controlling interest, in County or Provider. It also requires disclosure of convictions of criminal offenses related to the person's involvement in any program under Title XVIII, Title XIX or SSBG. Accordingly, County shall immediately make these required disclosures to ODHS when that information becomes known to County. ODHS reserves the right to take action ODHS deems appropriate on the basis of information received or County's failure to provide the information required by this section.

EXHIBIT A

Part 2
Payment and Invoicing

1. ODHS shall pay County at the fixed rate of $**43.00** per one-way service.

The rate is calculated based upon the following formula:

$$\frac{\text{Direct Costs + Indirect Costs}}{\text{Number of Projected Monthly Rides}}$$

The fixed rate above is based upon the configuration and scope of the ODHS program at the time of execution of this Agreement. ODHS will review this rate periodically including, but not limited to, such times as ODHS makes program changes affecting eligibility or scope or if there are other factors that impact the cost of delivering service, to determine if the rate needs to be modified. Any modification of the rate will be by mutual consent of the parties based on the formula specified above. County may request a rate adjustment at any time. If County elects to request a rate adjustment, County must send a written request to ODHS. ODHS shall approve or disapprove County's rate adjustment request via email. Rate changes shall reflect only those costs included in this Agreement and will be accomplished only by a written and fully executed Amendment to this Agreement.

2. County shall prepare and submit a Monthly Invoice in a format acceptable to ODHS or on a form supplied by ODHS, indicating County name, Agreement number, route names/types, number of Rides provided for each route/type, rate per Ride, the total payment amount due for each route/type based on the Rider's Medicaid in-home service benefit (i.e. K Plan or OPI-M), and the total payment amount due for all Services provided during the billing month. County's invoice must include, as an attachment, a Ridership record with a list of the names of the Consumers served during the month and their Medicaid benefit. These items shall be submitted to:

Office of Financial Services
Attn: ODHS Receipting
500 Summer St. NE, E-08
Salem, OR 97301

3. County shall submit all Monthly Invoices for Services performed no later than 12 months from the date the Services were performed pursuant to 42

CFR 447.45(d). Invoices submitted later than 12 months after the date that Services were performed will not be considered for payment.

4. County shall not submit claims for, and ODHS will not pay for, Services provided to ineligible Consumers.

5. County's claims to ODHS for overdue payments on invoices are subject to ORS 293.462.

6. Funding for this Agreement comes from both County and Federal Funds. County is required to pay a local match portion to fund the Services being performed under this Agreement. The local match portion is calculated using the match rate as published in the Federal Register. The match rate typically changes each October 1. ODHS shall provide County with the new match rate each September, or as it may otherwise change per the Federal Register. The match rate in effect at the time of County's Monthly Invoice shall be the match rate used.

7. Services provided under this Agreement are eligible for federal participation at the base + 6% rate when provided to K-Plan Consumers. Services provided to OPI-M Consumers, however, are eligible for federal participation at the base rate only. This means, the County will need to calculate local match payments separately for K-Plan and OPI-M at the current rate for each type of eligibility.

8. County must include, with the Monthly Invoice to ODHS, their payment for the local match portion. This payment shall be made to: State of Oregon, Oregon Department of Human Services. Upon review of the Monthly Invoice, Ridership documentation, and the local match payment, ODHS will pay to the County, the total amount of the Invoice.

9. Payments made to County from ODHS will be made from Federal Funds and state/local match. Therefore, County's local match portion must be paid exclusively from local funds. County certifies by its signature to this Agreement that the funds County pays to ODHS pursuant to this Agreement are public funds derived from state or local taxes certified as the non-federal share of expenditures eligible for Federal Financial Participation under 42 USC 1396b and 42 CFR 433.51; are not federal funds; or if federal funds, that the funds are authorized by federal law to be used to match other federal funds.

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, the client's 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 of the U.S. Bureau of Labor Statistics' Consumer Price Index for the Western Region; 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 certain classes of persons in Oregon, including:

(1) Children pursuant to ORS 419B.005 through 419B.015;

(2) Elderly Persons and Adults with Physical Disabilities pursuant to ORS 124.050 through 124.095, and ORS 410.020;

(3) Residents of Nursing Facilities pursuant to ORS 441.630 through 441.645; and

(4) Adults with Mental Illness or Developmental Disabilities pursuant to ORS 430.735 through 430.743.

b. County shall immediately 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) or local law enforcement, as a requirement of this Agreement. County does not need to prove abuse occurred, just reasonably suspect abuse occurred, to be required to report.

4. Background Checks. As a condition of this Agreement, County shall verify that each of County's employees, volunteers, subcontractors, owners, managers, and board members providing services under this Agreement or who have access to ODHS clients, client information, or client funds, has not

I been convicted of any of the following crimes: child or elder abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of each such person. For purposes of this paragraph, "substantial relation" means the crime for which the person has been convicted of involves conduct by the person that relates to functions the person may perform for County or places the person in a position to gain access to a client, a client's personal information, or client funds so as to place the person in a position to cause harm to a client. For example, a person who is convicted of fraud may not be permitted to work in a position that directs, controls, or disburses moneys for this Agreement or has access to client finances or financial information.

a. County shall establish verification by:

(1) Having County's employee, volunteer, subcontractor, owner, manager, or board member who will be providing services under this Agreement or who will have access to ODHS-referred clients, client information, or client funds, apply for and receive a fingerprint-based national criminal records check from a local Oregon State Police (OSP) office, which will be shared with County; OR

(2) Utilizing a fingerprint-based background check approval, provided within the last two years, by a federal or State of Oregon agency to demonstrate the County's employee, volunteer, subcontractor, owner, manager, or board member's fitness to provide services under this Agreement; OR

(3) Utilizing a third-party vendor. The third-party vendor must provide a national criminal records check that includes review of criminal history from Oregon and each state the individual has lived, studied, or worked in and the National Sex Offender Public Website (NSOPW).

b. The following requirements apply to all background checks performed regardless of method (Section a.(1)-(3) above) used:

(1) Background checks must be completed prior to performing services under this Agreement or having access to ODHS-referred clients, client information, or client funds; when County's employee, volunteer, subcontractor, owner, manager, or board member changes positions with the County and will be performing services under this Agreement or will have access to ODHS-referred clients, client information, or client

funds; or if there is a reasonable basis to believe a new background check may be needed, to include, but are not limited to, the following:

(a) Any indication of possible criminal or abusive behavior by an employee, volunteer, subcontractor, owner, manager, or board member;

(b) A lapse in working or volunteering in a position under the direction and control of County, but the individual is still considered in the position. For example, an extended period of leave by the individual due to sabbatical or military deployment;

(c) Discovery of incorrect processes or insufficient documentation for a previously conducted background check;

(d) Federal or state regulations require a new background check; or

(e) County determines the need for a background check.

(2) Background checks must be completed whenever there is a break in employment, volunteering, subcontracting, ownership, management, or board membership greater than 30 days. For example, an individual is laid off or quits due to the school year starting but returns to working or volunteering for the County providing services under this Agreement or having access to ODHS-referred clients, client information, or client funds the following semester or summer.

(3) Existing employees, volunteers, subcontractors, owners, managers, and board members who perform services under this Agreement or have access to ODHS-referred clients, client information, or client funds are not required to have a new background check conducted at the time of Agreement extension by amendment, unless required by Section b.(1) above.

(4) County shall require each of its employees, volunteers, subcontractors, owners, managers, and board members receiving background checks to report to County any and all new arrests, convictions, or investigations for any child protective service or adult protective service case within five

business days after the new arrest, conviction or investigation took place.

(a) Within five days of such notification, County is required to report to the ODHS Agreement Administrator or delegate the employee, volunteer, subcontractor, owner, manager, or board member's new history.

(b) ODHS may require a new background check to reevaluate the ongoing fitness of the employee, volunteer, subcontractor, owner, manager, or board member.

(5) County shall ensure all background checks and documentation are placed in the employee, volunteer, subcontractor, owner, manager, or board member's personnel file.

c. If the position of the County's employee or subcontractor is paid in part or in whole by funds from the Centers for Medicare and Medicaid Services (CMS), the background check must also include review of the General Service Administration's Excluded Parties List System (EPLS), the National Plan and Provider Enumeration System (NPPES, the Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE), and the Social Security Administration (SSA) Death Masterfile. Any employee, volunteer, subcontractor, owner, manager, or board member of County found excluded in the EPLS, NPPES, LEIE or the SSA Death Masterfile shall not be permitted to provide services under this Agreement or have access to ODHS-referred clients, client information, or client funds.

d. County shall determine after receiving the criminal records and NSOPW check, whether its employee, volunteer, subcontractor, owner, manager, or board member has any of the convictions listed above or sex offender status, and whether these potentially disqualifying conditions pose a risk to providing services under this Agreement or working safely with ODHS-referred clients or having access to client information or client funds. If County notes a conviction from any of the above listed crimes on the employee, volunteer, subcontractor, owner, manager, or board member's record, and County chooses to hire the employee or allow the volunteer, subcontractor, owner, manager, or board member to perform services under this Agreement or have access to ODHS-referred clients, client information or client funds, County shall confirm with ODHS in writing, the reasons for allowing the individual

to perform services under this Agreement or have access to ODHS-referred clients, client information, or client funds. These reasons shall address how the employee, volunteer, subcontractor, owner, manager, or board member is presently suitable or able to provide services under this Agreement, or have access to ODHS-referred clients, client information, or client funds in a safe and trustworthy manner. County shall ensure this information, along with the employee, volunteer, subcontractor, owner, manager, or board member's background check, is in the individual's personnel file.

Upon receiving such written notification from County, ODHS reserves the right to the final denial or approval of any County employee, volunteer, subcontractor, owner, manager, or board member to provide services under this Agreement or have access to ODHS-referred clients, client information, or client funds. Unless ODHS rejects the employee, volunteer, subcontractor, owner, manager, or board member to provide services under this Agreement or to have access to ODHS-referred clients, client information, or client funds under this Agreement within seven business days from receiving such written notification from County, the County's employee, volunteer, subcontractor, owner, manager, or board member will be deemed approved by ODHS.

e. Regardless of whether or not any employee, subcontractor, owner, manager, or board member of County has access to ODHS-referred clients, client information, or client funds, if County discovers the individual is 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,* or is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" currently found at: *https://www.sam.gov/SAM* County shall notify the ODHS Agreement Administrator via e-mail within one business day of such discovery.

f. 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."

g. Changes to federal or state legislation and rule may impose additional requirements for background checks. These changes will be implemented by an amendment to this Agreement.

h. If ODHS determines there is a need for a new criminal records check, County shall provide the results of a new criminal records check to ODHS for review no more than 14 business days after ODHS's request.

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 Oregon 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). 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 the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to 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 the 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, 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 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 access or otherwise use any ODHS Information Asset or Network and Information System in which security or privacy requirements apply, and ODHS grants County, its subcontractor(s), or both access to such ODHS Information Assets or Network and Information Systems, County shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including 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 Oregon 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 email, personal delivery, fax, or mailing the same, postage prepaid to County or ODHS at the email address, postal 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 is effective five business days after mailing. Any communication or notice delivered by fax is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day if transmission was outside normal business hours of the recipient. To be effective against ODHS, any notice transmitted by fax must be confirmed by telephone notice to ODHS. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.

ODHS: Office of Contracts & Procurement
500 Summer Street NE, E-03
Salem, OR 97301
Telephone: 503-945-5818
Fax: 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**.

a. 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.

b. 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.

c. 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 County 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 the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply

with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, 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 County as defined in ORS 190.003, if any, to:

i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) 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 authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODHS.

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, 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.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, ODHS requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION AND 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, Contactor 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.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than $5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Contractor shall provide 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 Contract, 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 **$1,000,000.00** per occurrence and not less than **$3,000,000.00** annual aggregate limit.

AUTOMOBILE LIABILITY:

☒ **Required** ☐ **Not required**

Contractor shall provide 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 **$2,000,000.00** 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**

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than **$1,000,000.00** per claim and not less than **$3,000,000.00** annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide continuous claims made coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

☒ **Required** ☐ **Not required**

Contractor shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the Agency/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 in an amount of not less than **$1,000,000.00** per occurrence or per claim. Any annual aggregate limit shall not be less than **$2,000,000.00**. Coverage can be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. These limits must 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 shall be provided outside the coverage limit.

CONTINUOUS CLAIMS MADE COVERAGE FOR PHYSICAL ABUSE AND MOLESTATION INSURANCE:

If Physical Abuse and Molestation Insurance is on a claims made basis and does not include an extended reporting period of at least 60 months, then Contractor shall maintain Continuous Claims made Physical Abuse and Molestation Insurance coverage, provided the effective date of the Continuous Claims Made coverage is

on or before the effective date of this Contract, for a minimum of 60 months following the later of:

(i) Contractor's completion and Agency/Local Government's acceptance of all Services required under the Contract, or

(ii) Agency or Contractor's termination of this Contract, or

The expiration of all warranty periods provided under this Contract.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor's primary and Excess liability policies are exhausted.

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.

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 (SIR), and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the 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 the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability rising out of ongoing operations and completed operations. The Additional Insured

Endorsement with respect to liability arising out of Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

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 must obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ODHS or State of Oregon has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance other than Physical Abuse and Molestation 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 coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

(i) Contractor's completion and ODHS/County's acceptance of all Services required under the Contract, or

(ii) ODHS or Contractor's termination of this Contract, or

(iii) The expiration of all warranty periods provided under this Contract.

If PHYSICAL ABUSE AND MOLESTATION INSURANCE is required, then refer to that coverage requirement for separate Continuous Claims Made Coverage that applies.

CERTIFICATE(S) AND PROOF OF INSURANCE:

County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Contract. 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) of Insurance must 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/County 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/County under this agreement and to provide updated requirements as mutually agreed upon by Contractor and ODHS/County.

STATE ACCEPTANCE:

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

EXHIBIT D

Federal Terms and Conditions

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

1. **Miscellaneous Federal Provisions**. County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) the Health Insurance Portability and Accountability Act of 1996, as amended, (e) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (f) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (g) all regulations and administrative rules established pursuant to the foregoing laws, (h) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (i) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement, required by law to be so incorporated, and are not otherwise stayed pursuant to an applicable judicial proceeding. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.

2. **Clean Air, Clean Water, EPA Regulations**. If this Agreement, including amendments, exceeds $100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of

facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all contracts with subcontractors receiving more than $100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

3. **Energy Efficiency**. County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

4. **Truth in Lobbying**. By signing this Agreement, County certifies, to the best of the County's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or

entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or County itself.

f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

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

clinical trials are being conducted to determine therapeutic advantage.

5. **Resource Conservation and Recovery**. County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

6. **Audits**.

   a. County shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

   b. If County expends $1,000,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If County expends less than $1,000,000 in a fiscal year, County is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

7. **Debarment and Suspension**. County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

8. **Pro-Children Act**. County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

9. **Medicaid Services**. County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).

b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).

c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396a(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.

d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

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

f. **Disclosures**.

(1) 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or

managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

(2) County shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom County has had business transactions totaling more than $25,000 during the previous 12 month period ending on the date of the request, and any significant business transactions between County, and any wholly owned supplier or between County and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.

(3) 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.

(4) As such, County must disclose any person with a 5% or greater direct or indirect ownership interest in County whom has been convicted of a criminal offense related to that person's

involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.

(5) County shall make the disclosures required by this Section 9. to ODHS. ODHS reserves the right to take such action required by law, or where ODHS has discretion, as it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

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

11. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. County agrees that it has been provided the following notice:

a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:

(1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and

(2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

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

12. **Super Circular Requirements**. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

    a. **Property Standards**. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

    b. **Procurement Standards**. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR § 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

    c. **Contract Provisions**. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of County, and County shall also include these contract provisions in its contracts with non-Federal entities.

13. **Federal Whistleblower Protection**. County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.