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 Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Grant Agreement with the Oregon Department of Human Services for Medicare Improvements for Patients and Providers Act services. Total Agreement Value is $12,915 for 1 year. Funding is through U.S. Department of Health and Human Services, with a match of $3,104 in budgeted County General Funds.

Previous Board Action/Review: None
Performance Clackamas: Safe, Secure and Livable Communities
Counsel Review: Yes, Andrew Naylor **Procurement Review:** N/A
Contact Person: Tracy Garell **Contact Phone:** 503-655-8641

EXECUTIVE SUMMARY: The Social Services Division (SSD) of the Health, Housing, and Human Services Department requests approval of the revenue grant agreement from the Oregon Department of Human Services in partnership with the Senior Health Insurance Benefits Assistance (SHIBA) program. This Agreement provides funding to educate Medicare beneficiaries about public benefits and enroll those eligible in limited Income Subsidy for Part D and Medicare Savings Programs. Clackamas County will develop and enhance Medicare Savings Program (MSP) and Part D Low-Income Subsidy (LIS) outreach and application assistance efforts in partnership with the state.

This agreement is a renewal of prior revenue agreements and $3,104 of budgeted County General Funds are involved.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve the Intergovernmental Agreement (12744) 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*:	240, H3S - Social Services
Name of Funding Opportunity:	SHIBA-MIPPA

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)	MIPPA Outreach, 400226454

Brief Description of Project:

Intergovernmental Grant Agreement with Oregon Department of Human Services for Senior Health Insurance Benefits Assistance (SHIBA) Medicare Improvements for Patients and Providers Act (MIPPA) Program.

Name of Funding Agency: Oregon Department of Human Services passing through federal funds from Administration for Community Living, ALN 93.071

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:	93.071	Funding Agency Award Notification Date:	NA
Announcement Date:	NA	Announcement/Opportunity #:	NA
Grant Category/Title	SHIBA - MIPPA Program	Funding Amount Requested:	12,915.00
Allows Indirect/Rate:	No	Match Requirement:	NA
Application Deadline:	NA	Total Project Cost:	$16,019
Award Start Date:	9/1/2026	Other Deadlines and Description:	NA
Award End Date	8/31/27		
Completed By:	Tonia Hunt	Program Income Requirements:	NA
Pre-Application Meeting Schedule:	NA		

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

NA

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

$3,104 of budgeted CGF

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

$0

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**

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?

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?

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?

Other information necessary to understand this award, if any.

Program Approval:

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	10/12/2026	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

Philip Mason-Joyner	Oct 19, 2026	
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION

Robert Tintle	Oct 19, 2026	Robert Tintle Robert Tintle (Oct 19, 2026 18:02:07 PDT)
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.

Grant Agreement Number 188436

STATE OF OREGON
INTERGOVERNMENTAL GRANT 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 Health, Housing and Human Services Department
Social Services Division
Service Address: 2051 Kaen Rd., Oregon City, OR 97045
Mailing Address: P.O. Box 2950, Oregon City, OR 97045
Attention: Tonia Hunt
Telephone: 503-310-1647
E-mail address: thunt@clackamas.us

hereinafter referred to as "**Recipient**."

The program to be supported under this Agreement relates principally to ODHS'

Office of Aging and People with Disabilities
500 Summer St. NE, E-12
Salem, OR 97301
Agreement Administrator: Ryan Kibby or delegate
Telephone: 503-510-3988
E-mail address: ryan.e.kibby@odhs.oregon.gov

1. **Effective Date and Duration**. This Agreement shall become effective on the later of: (I) the last date all required signatures in Section 6., below have been obtained, or (II) **September 1, 2026** provided it is (i) signed by all parties on or before such date, and (ii) when required, approved in writing by the Oregon Department of Justice on or before such date, and (iii) when required, approved in writing by the Oregon Department of Administrative Services. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **August 31, 2027**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by Recipient 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: Program Description
   (2) Exhibit A, Part 2: Disbursement and Financial Reporting
   (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
   (7) Exhibit E: Information Required by 2 CFR 200.332(b)(1)
   (8) Attachment 1: FY 2026 MIPPA Request for Reimbursement

   There are no other Agreement documents unless specifically referenced and incorporated into this Agreement.

   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 documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, C and E.

3. **Grant Disbursement Generally**. The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **$12,915.00**. ODHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. ODHS will disburse the grant to Recipient as described in Exhibit A.

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

☒ Recipient is a subrecipient ☐ Not applicable

Assistance Listings number(s) of federal funds to be paid through this Agreement: **93.071**

5. Recipient Information and Certification.

a. Recipient Information. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Recipient Name (exactly as filed with the IRS): Clackamas County

Street address: 2051 Kaen Road

City, state, zip code: Oregon City, OR 97045

Email address: _____

Telephone: ( ) _____ Fax: ( ) _____

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

Workers' Compensation Insurance Company: ___County is self-insured_____

Policy #: _____NA_____ Expiration Date: _____

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

(1) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient 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 the Recipient, in addition to any remedies that may be available to ODHS under this Agreement;

(2) The information shown in Section 5.a. "Recipient Information", is Recipient's true, accurate and correct information;

(3) To the best of the undersigned's knowledge, Recipient 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, Recipient and Recipient's employees and agents directly involved in the Program 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) Recipient 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) Recipient is not subject to backup withholding because:

(a) Recipient is exempt from backup withholding;

(b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or

(c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.

(7) Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to ODHS is true and accurate. If this information changes, Recipient is required to provide ODHS with the new FEIN or SSN within 10 days.

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

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 Health, Housing and Human Services Department, Social Services Division
By:

Authorized Signature	Printed Name
Title	Date

Approved as to form:

11/03/2026

Clackamas County Counsel — 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
Program Description

1. Program Description

The Oregon Department of Human Services (ODHS) Office of Aging and People with Disabilities (APD), in partnership with the Oregon Senior Health Insurance Benefits Assistance (SHIBA) program (Oregon's name for the State Health Insurance Assistance Program, or SHIP) and Multnomah County Aging, Disability, and Veterans Services (MCADVS), will develop and enhance Medicare Savings Program (MSP) and Low-Income Subsidy (LIS) outreach and application assistance efforts. The goal of this project is to reach low-income and hard to reach Oregonians who are likely eligible for but not receiving MSP or LIS benefits.

The state SHIBA program works to train counselors statewide, in depth, using https://oregon.benefitscheckup.org/ and www.ssa.gov to help SHIBA clients complete and submit applications to LIS; how to properly track LIS and MSP benefits screening, application assistance, outreach and education activities on Beneficiary Contact and Group Outreach forms in the SHIP Tracking and Reporting System (STARS).

Coordinate with MCADVS and the ODHS APD Community Services and Supports Unit on data collection and reporting.

The Recipient will be the SHIBA sponsor site and will provide services in *Clackamas county.*

2. Grant Objectives

a. Using Social Security Administration (SSA) leads data, National Council on Aging (NCOA) data visualization tools, and other resources, conduct enhanced LIS and MSP outreach activities for individuals and partners;

b. Execute plan for targeted outreach to ensure partners are engaged and educated about the project;

c. Provide a statewide toll-free line (Oregon Medicare Savings Connect (OMSC)) for beneficiaries and their contacts to connect with telephone application assistance for LIS and MSP;

d. Through collaboration among primary partners, ensure oversight and tracking of the project.

3. Anticipated Outcomes

The anticipated outcomes are increased Medicare Improvements for Patients and Providers Act (MIPPA) contacts:

a. Overall MIPPA Contacts

b. Overall Persons Reached through Outreach

c. MIPPA Target Populations

d. Contacts with Applications Submitted

4. Products Developed

The products expected to be developed include updated educational materials in multiple languages, educational promotional materials, and culturally appropriate advertisements or social media activities.

5. Recipient Responsibilities

a. SHIBA Counselor Coordination:

Recipient shall:

(1) Ensure counselors actively screen and help clients apply for Low Income Subsidy (LIS) and Medicare Savings Program (MSP) benefits. Counselors must complete LIS applications using https://oregon.benefitscheckup.org/ or www.ssa.gov

(2) Encourage counselors who lack time or computer access in their SHIBA appointments to refer clients to the Oregon state SHIBA office call center, 800-722-4134 (no ZIP code), or Oregon Medicare Savings Connect toll-free helpline 1-855-447-0155.

(3) Ensure that all counselors have participated in MIPPA training webinars facilitated by the national SHIP TA Center (live or recordings) or trainings delivered by the SHIBA Field Services Representatives. Webinar trainings will count towards annual recertification credits.

b. Tracking and Outreach

Recipient shall:

(1) Actively track data on clients screened and assisted with applications for LIS or MSP in the SHIP Tracking and Reporting System (STARS) in accordance with ACL guidance.

(2) Conduct LIS/MSP outreach through local agencies and report MIPPA related outreach in STARS in accordance with ACL guidance.

(3) Speak by phone individually with assigned State SHIBA staff to coordinate efforts and monitor data collection. Participate in coordinated statewide outreach events occurring in your area during each 12-month grant period.

(4) Coordinate with federally recognized local area Native American tribal programs where applicable on LIS, MSPs, or disease prevention and wellness outreach.

(5) Review and actively participate in Oregon's statewide MIPPA project annual plan, including target goals, keeping in mind the following MIPPA Performance Measures (PMs):

(a) **PM1: Overall MIPPA Contacts** – Percentage of total beneficiary contacts per Medicare beneficiaries under 150% FPL in the state.

(b) **PM2: Overall Persons Reached through Outreach** – Total number of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events.

(c) **PM3: MIPPA Target Populations** – Total number of beneficiary contacts by target beneficiary group (Under 65, Rural, Native American, English as a Secondary Language).

(d) **PM4: Contacts with Applications Submitted** – Percentage of contacts with applications submitted compared to overall MIPPA contacts reported in PM1.

6. Multnomah County Assistance

Multnomah County Aging, Disability and Veterans Services shall provide the following assistance to the Recipient:

a. Operate an incoming toll-free line (Oregon Medicare Savings Connect, 1-855-447-0155) to complete LIS applications online for eligible Medicare beneficiaries, and to directly assist in the process of applying for MSP throughout Oregon.

b. Give priority to referrals from SHIBA counselors statewide, to assist those who did not have sufficient time during their SHIBA appointment to complete LIS applications.

c. Provide outreach materials for LIS, MSP, and other public benefit programs.

d. Conduct public outreach events in targeted areas of the state to increase awareness of LIS/MSP/public benefits.

e. Coordinate with Food Banks, Low Income Home Energy Assistance Program (LIHEAP) organizations, Gatekeeper programs, and other community partners to target outreach to Medicare beneficiaries.

EXHIBIT A

Part 2
Disbursement and Financial Reporting

1. Disbursement Generally; Allowable Expenses. ODHS will disburse the Grant funds to Recipient, subject to the following:

a. No Grant funds may be expended for costs that are not directly related to the operation of the program outlined in this Agreement.

b. Expenditure of Grant funds is subject to requirements, restrictions and procedures as specified in Federal Office of Management and Budget 2 CFR Part 200 as appropriate for state or local government or educational institutions.

c. Recipient shall submit Requests for Reimbursements for expenses related to activities performed under this Agreement. Requests for Reimbursements must be submitted using the 2026 MIPPA Request for Reimbursement Form, attached to this Agreement and labeled Attachment 1.

d. Request for Reimbursement must include the total amount requested to date by Recipient prior to the current invoice.

e. Request for Reimbursement must be submitted to the Agreement Administrator by email.

f. ODHS will pay Recipient following ODHS' acceptance, review, and approval of the Request for Reimbursement submitted.

g. Acceptance and approval of the quarterly reports will be the basis for verifying payments and proper expenditures.

2. Use of Grant Funds.

Recipient, as the recipient of Grant funds, pursuant to this Agreement with the State of Oregon, shall assume sole liability for Recipient's breach of this Agreement, and shall, upon any breach of Recipient that causes or requires the State of Oregon to return funds to the United States, hold harmless and indemnify the State of Oregon for an amount equal to the funds which the State of Oregon is required to pay. Recipient's obligations under this section are subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act.

EXHIBIT A

Part 3
Special Provisions

Except as noted otherwise, these Terms and Conditions (T&Cs) apply to Federal financial assistance awards, i.e., grant and cooperative agreement programs, administered by the Administration for Community Living (ACL) Federal awards are subject to the availability of funds, program authority, satisfactory progress, and compliance with the T&Cs of the Federal award. These Standard T&Cs and each of the program-specific supplemental T&Cs are effective as of October 1, 2025 and applies to awards and award modifications that add funding which are issued on or after that date (including any supplements to awards and competing and non competing continuation awards). For recipients of such awards, the T&Cs supersede all previous similar T&Cs and will remain in effect until updated for subsequent awards. All T&Cs will be updated and reissued as needed.

https://acl.gov/sites/default/files/grants/acl-standard-terms-and-conditions.pdf

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 ODHS or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

2. **Compliance with Law**. Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

3. **Independent Parties**. The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. **Grant Funds; Disbursements**.

    a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that ODHS' participation in this Agreement is contingent on ODHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to participate in this Agreement.

b. **Disbursement Method**. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT disbursement. Recipient shall maintain at its own expense a single financial institution or authorized disbursement 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 disbursements under this Agreement. Recipient shall provide this designation and information on a form provided by ODHS. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any disbursement made using EFT procedures, the Recipient shall provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any disbursement under this Agreement until receipt of the correct EFT designation and disbursement information from the Recipient.

5. **Recovery of Overpayments**. Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement "Misexpended Funds" or that remain unexpended on the earlier of termination or expiration of this Agreement "Unexpended Funds" must be returned to ODHS. Recipient shall return all Misexpended Funds to ODHS promptly after ODHS' written demand and no later than 15 days after ODHS' written demand. Recipient shall return all Unexpended Funds to ODHS within 14 days after the earlier of termination or expiration of this Agreement. ODHS, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify ODHS that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.

6. **Ownership of Work Product**. Reserved.

7. **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 the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 Recipient 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 the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by

reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient'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.

This Section shall survive expiration or termination of this Agreement.

8. Indemnification by Subcontractors. Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient'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. This Section shall survive expiration or termination of this Agreement.

9. Default; Remedies; Termination.

a. Default by Recipient. Recipient shall be in default under this Agreement if:

(1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

(2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by ODHS to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;

(3) Recipient (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

(4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient 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 Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. ODHS' Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., ODHS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

(1) termination of this Agreement under Section 9.c.(2);

(2) withholding all or part of monies not yet disbursed by ODHS to Recipient;

(3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

(4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and ODHS may pursue any remedy or remedies singly,

collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

(1) ODHS' Right to Terminate at its Discretion. At its sole discretion, ODHS may terminate this Agreement:

(a) For its convenience upon 30 days' prior written notice by ODHS to Recipient;

(b) Immediately upon written notice if ODHS fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or

(c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that ODHS' support of the program under this Agreement is prohibited or ODHS is prohibited from paying for such support from the planned funding source.

(d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "ODHS Client", including any Medicaid Eligible Individual, under its care.

(2) ODHS' Right to Terminate for Cause. In addition to any other rights and remedies ODHS may have under this Agreement, ODHS may terminate this Agreement immediately upon written notice to Recipient, or at such later date as ODHS may establish in such notice if Recipient is in default under Section 9.a.

(3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

(4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to ODHS all of ODHS' property that is in the possession or under

the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.

(5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to ODHS, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by ODHS, ODHS expressly directs otherwise.

10. Insurance. All employers, including Recipient, 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). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. Records Maintenance, Access. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient 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. Recipient shall retain and keep accessible all Records for the longest of:

a. Six years following final disbursement and termination of this Agreement;

b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or

c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Information Privacy/Security/Access. If this Agreement requires or allows Recipient or, when allowed, 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 Recipient, its subcontractor(s), or both access to such ODHS Information Assets or Network and Information Systems, Recipient 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.

13. Assignment of Agreement, Successors in Interest.

a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. 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 this Agreement.

b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

14. Resolution of Disputes. The parties shall attempt in good faith to resolve any dispute arising out of this 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. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts. Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that ODHS will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. ODHS' consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries. ODHS and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. 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. This Section shall survive expiration or termination of this Agreement.

17. **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. This Section shall survive expiration or termination of this Agreement.

18. **Notice**. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

ODHS: Office of Contracts & Procurement
500 Summer Street NE, E-03
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

19. **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.

20. **Amendments; Waiver; Consent**. ODHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. 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. This Section shall survive the expiration or termination of this Agreement.

21. **Merger Clause**. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.

22. **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.

EXHIBIT C

Subcontractor Insurance Requirements

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit prior to performing under this Grant Agreement. Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODHS. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain Employers' Liability insurance coverage with limits not less than $500,000 each accident.

If Recipient is an employer subject to any other state's workers' compensation law, Grantee 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, Recipient 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:

Recipient 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 Grant Agreement, 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 **$2,000,000.00** annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

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

PROFESSIONAL LIABILITY:

☒ **Required** ☐ **Not required**

Recipient 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 this Grant Agreement by the Recipient and Grantee/Recipient's subcontractors, agents, officers or employees in an amount not less than **$1,000,000.00** per claim and not less than **$2,000,000.00** 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 Recipient shall provide Continuous Claims Made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☒ **Required** ☐ **Not required**

Recipient shall provide Network Security and Privacy Liability Insurance for the duration of this Grant Agreement and for the period of time in which Recipient (or its business associates or subcontractor(s)) maintains, possesses, stores, or has access to ODHS or client data, whichever is longer, with a combined single limit of not less than **$1,000,000.00** per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures,

access or use of ODHS or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of ODHS data.

POLLUTION LIABILITY:

☐ **Required** ☒ **Not required**

Recipient shall provide Pollution Liability Insurance covering Recipient's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Recipient, all arising out of the goods delivered or Services (including transportation risk) performed under this Grant Agreement is required with a combined single limit per occurrence not less than $_____ and not less than $_____ annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Recipient's or subcontractor' liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Recipient that arise from the goods delivered or Services (including transportation risk) performed by Recipient under this Grant Agreement is also acceptable.

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 or 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, must be called upon to contribute to a loss until the Recipient'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 INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Recipient's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, ODHS requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Recipient'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:

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the ODHS or State of Oregon by virtue of the payment of any loss. Recipient shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not ODHS has received a Waiver of Subrogation endorsement from the Recipient or the Recipient'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 Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

(i) Recipient 's completion and ODHS' acceptance of all Services required under the Grant Agreement, or

(ii) ODHS or Recipient termination of this Grant Agreement, or

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

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:

Recipient shall provide to ODHS Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Grant Agreement. The Certificate(s) of Insurance 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 Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, ODHS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by ODHS under this Grant Agreement and to provide updated requirements as mutually agreed upon by Recipient and ODHS.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by ODHS, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to ODHS' 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, Recipient 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 Recipient, or to the grant activities, 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**. Recipient 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 grant activities. Without limiting the generality of the foregoing, Recipient 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 and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

2. **Clean Air, Clean Water, EPA Regulations**. If this Agreement, including amendments, exceeds $100,000 then Recipient 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. Recipient 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**. Recipient 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, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

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

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

c. The Recipient 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 Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

f. No part of any federal funds paid to Recipient 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 Recipient 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**. Recipient 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. Recipient 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 Recipient expends $1,000,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient 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 Recipient expends less than $1,000,000 in a fiscal year, Recipient 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**. Recipient 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**. Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

9. Medicaid Services. RESERVE

10. Agency-based Voter Registration. If applicable, Recipient 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 activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Recipient 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 Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

13. **Federal Whistleblower Protection**. Recipient 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.

EXHIBIT E

Information Required by 2 CFR § 200.332(b)(1)

1. Recipient Name: (*Must match the registered name associated with 3. below*) County of Clackamas.

2. Name of federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:

a. Name of federal awarding agency: Department of Health and Human Services, Administration for Community Living

a. Name of pass-through entity: State of Oregon acting by and through its Oregon Department of Human Services (ODHS), Aging and People with Disabilities.

b. Contact information for awarding official of pass-through entity: Ryan Kibby

3. Recipient's Unique Entity Identifier (UEI): NVWKAVB8JND6

4. Federal Award Identification Number (FAIN): 2601ORMISH

5. Federal award date: August 26, 2026

6. Sub-award period of performance: Start Date: September 1, 2026. End Date: August 31, 2028.

7. Sub-award budget period Start Date: September 1, 2026. End Date: August 31, 2028

8. Amount of federal funds obligated by this Agreement: $12,915.00.

9. *Total amount of federal funds obligated to Recipient by pass-through entity, including this Agreement: $12,915.00.

10. Total amount of the Federal Award committed to Recipient by pass-through entity: (*amount of federal funds from this FAIN committed to Recipient*) $12,915.00

11. Federal award project description: FY 2026 MISH – MIPPA: Priority 1 for SHIPs.

12. Assistance Listings number and Title: 93.071 Medicare Enrollment Assistance Program

Amount: $12,915.00

13. Is award research and development? ☐ Yes ☒ No

14. Indirect cost rate for the Federal award: n/a

*The total amount of federal funds obligated to the Recipient by the pass-through entity is the total amount of federal funds obligated to the Recipient by the pass-through entity during the current federal fiscal year 2025.

Attachment 1

2026 MIPPA Request for Reimbursement

☐ **Quarter 1: September 1, 2026 – November 30, 2026 (due by 12/15/26)**
☐ **Quarter 2: December 1, 2026 – February 28, 2027 (due by 3/15/27)**
☐ **Quarter 3: March 1, 2027 – May 31, 2027 (due by 6/15/27)**
☐ **Quarter 4: June 1, 2027 – August 31, 2027 (due by 9/15/27)**

Sponsor Name: _____
Counties Served: _____
MIPPA Agreement Number: _____
Amount Requested: $ _____

Required Information

SHIBA Sponsor Payee Name:	
Street Address/PO Box:	
City, State, Zip:	
Federal Employer Identification Number:	

1.) Summary of Expenditures:
Provide a detail of expenditures for the reimbursement period.

Object Class Category	**Federal Funds**	**Expense Justification Details**
Personnel		
Fringe Benefits		
Travel		
Equipment		
Supplies		
Contractual		
Other		
Indirect		

TOTAL	**$**	

Submitter's Signature _____ ***Date:*** _____

2.) Highlights of your organization's accomplishments and lessons learned. Highlights should correlate with expenditure details above and also relate to the agreement's key objectives and statement of work (attach additional pages if needed).

Please sign, scan and email your completed reimbursement request form to SHIBA at shiba.oregon@odhsoha.oregon.gov.