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Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: **Juvenile-Interpretation@clackamas.us | 503-655-8342.**

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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 **Juvenile-Interpretation@clackamas.us | 503-655-8342.**



**Clackamas County**  
[www.clackamas.us](http://www.clackamas.us)



Alice Perry  
INTERIM DIRECTOR

JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER  
2121 KAEN ROAD | OREGON CITY, OR 97045

April 9, 2026

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners

Clackamas County

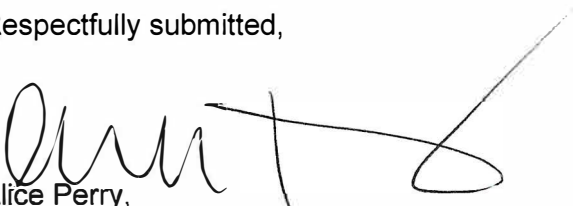
**Approval of a Reinstatement and Amendment to an Intergovernmental Agreement with Oregon Department of Human Services for partial reimbursement of youth placements. Amendment Value is \$400,000 for 2 years. Total Agreement Value is \$800,000 for 5 years. Funding is through the US Department of Health and Human Services. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	20220428 II.G.i, 20221103 III.C.1, 20230928 II.C.1.		
<b>Performance Clackamas</b>	1. Ensure youth receive the appropriate level of supervision and case management while helping to develop natural supports that will continue beyond the involvement of the Juvenile Department. 2. Ensure Safe, Secure and Livable Communities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Tiffany West	<b>Contact Phone</b>	503-650-3162

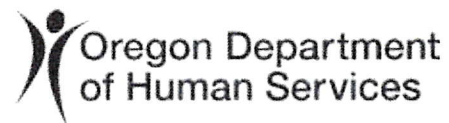
**EXECUTIVE SUMMARY:** The State of Oregon Department of Human Services, Office of Child Welfare Programs has worked collaboratively with the Counties in Oregon, including Clackamas County Juvenile Department, to bring the United States Department of Health and Human Services, Administration for Children and Families, Title IV-E Reimbursement Program funding to the county. Title IV-E partially reimburses the Juvenile Department a variable percentage of the allowable cost of services rendered to eligible youth at risk of being placed out of their home and is used to partially offset the cost of short-term residential program beds. This amendment extends the expiration date from September 30, 2025 to September 30, 2027 and increases the "Consideration" maximum not-to-exceed amount from \$400,000.00 to \$800,000.00.

**RECOMMENDATION:** Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement Amendment.

Respectfully submitted,

  
Alice Perry,  
Juvenile Department Interim Director

For Filing Use Only



**Agreement Number 172608**

**REINSTATEMENT AND AMENDMENT TO  
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 on page one of the original Agreement, as amended. We accept all relay calls.

This reinstatement of and amendment number **03** to Agreement Number **172608** is made and entered into as of the date of the last required signature below by and 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 Juvenile Department  
2121 Kaen Road,  
Oregon City, OR 97045  
Attention: Ed Jones  
Telephone: 503-650-3169  
Fax: 503-655-8448  
E-mail address: [EJones@clackamas.us](mailto:EJones@clackamas.us)**

hereinafter referred to as “**County.**”

**RECITALS**

WHEREAS, ODHS and County entered into that certain Agreement number **172608** effective on February 23, 2022 incorporated herein by this reference (the Agreement);

WHEREAS, ODHS and County intended to amend the Agreement to extend its effectiveness through September 30, 2027;

WHEREAS, the proposed amendment number **03** to extend the effectiveness of the Agreement and otherwise modify it was not executed by the parties prior to the Agreement’s expiration date;

WHEREAS, the Agreement expired on September 30, 2025 in accordance with its terms; and

WHEREAS, ODHS and County desire to reinstate the Agreement in its entirety as of September 30, 2025, and to amend the Agreement (once reinstated) to extend its effectiveness through September 30, 2027, as set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## REINSTATEMENT

1. **Reinstatement.** ODHS and County hereby reinstate the Agreement in its entirety as of **September 30, 2025** and agree that the Agreement was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment. ODHS and County further agree that, upon the amendment of **Section 1. “Effective Date and Duration”** of the Agreement pursuant to Paragraph 2 below, the Agreement was, is and will be in full force and effect from the effective date through the expiration date set forth in **Section 1. “Effective Date and Duration”**, as amended, subject to the termination provisions otherwise set forth in the Agreement.

## AMENDMENT

2. **Amendment.** ODHS and County hereby amend the Agreement as follows.
  - a. **County Contact Information**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

Clackamas County  
Acting by and through its Juvenile Department  
2121 Kaen Road,  
Oregon City, OR 97045  
Attention: ~~Ed Jones~~ **Tiffany West**  
Telephone: ~~503-650-3169~~ **503-650-3162**  
Fax: 503-655-8448  
E-mail address: ~~EJones@clackamas.us~~ **TWest2@clackamas.us**
  - b. **ODHS Contact Information, e-mail address only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

E-mail address: ~~Sherril.kuhns@dhsosha.state.or.us~~ **sherril.Kuhns@odhs.oregon.gov**
  - c. **Section 1. “Effective Date and Duration.”** is amended only to extend the Agreement expiration date from **September 30, 2025** to **September 30, 2027**.
  - d. **Section 3. “Consideration.”, Subsection a. only** is amended only to increase the maximum not-to-exceed amount from **\$400,000.00** to **\$800,000.00**.
  - e. **Exhibit A, Part 3, “Special Provisions”, Subsection 2.a.(1) only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
    - (1) ODHS may extend the Agreement for additional periods of time up to a total Agreement period of ~~5~~ **6** 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.
  - f. **For services provided on and after October 1, 2025, Exhibit E, “Information Required by 2 CFR 200.332(a)(1)”** is hereby superseded and replaced in its entirety, as set forth in **Exhibit E, “Information Required by 2 CFR 200.332(b)(1)”**, attached hereto and incorporated herein by this reference.

- g. For services provided on and after October 1, 2025, Exhibit F, “Privacy and Security Agreement”** is hereby superseded and restated in its entirety, as set forth in **Exhibit F, “Privacy and Security Agreement”**, attached hereto and incorporated herein by this reference.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement Reinstatement and Amendment, the undersigned hereby certifies under penalty of perjury that:
- a. County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. 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 the Agreement;
  - b. The information shown in Section 5.a. “County Information” of the original Agreement, as amended is County’s true, accurate and correct information;
  - c. 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.
  - d. County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
  - e. 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>;
  - f. County is not subject to backup withholding because:
    - (1) County is exempt from backup withholding;
    - (2) 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
    - (3) The IRS has notified County that County is no longer subject to backup withholding.

- g.** 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.

*Remainder of page intentionally left blank.*

5. **County Information.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

**County Name (exactly as filed with the IRS):** \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

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

Workers' Compensation Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

*Remainder of page intentionally left blank.*



## EXHIBIT E

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

1. Recipient Name: *(Must match the registered name associated with 3. below)* Clackamas,  
County of
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 Children and Families
  - b. Name of pass-through entity: State of Oregon acting by and through its Oregon Department of Human Services (ODHS), Office of Child Welfare Programs, Federal Policy and Resources.
  - c. Contact information for awarding official of pass-through entity: Sherril Kuhns, Sherril.Kuhns@odhs.oregon.gov
3. Recipient's Unique Entity Identifier (UEI): NVWKAVB8JND6
4. Federal Award Identification Number (FAIN): 2602ORFOST
5. Federal award date: *(date of award to state by federal agency)* October 7, 2025
6. Sub-award anticipated period of performance\*\*: Start Date: February 23, 2022 End Date: September 30, 2027
7. Sub-award anticipated budget period\*\*: Start Date: February 23, 2022 End Date: September 30, 2027
8. Anticipated amount of federal funds obligated by this Agreement\*\*: \$400,000.00
9. \*Total anticipated amount of federal funds obligated to Recipient by the pass-through entity's federal funds quarterly allotment, including this Agreement\*\*: \$800,000.00
10. Total anticipated amount of the Federal Award committed to Recipient by the pass-through entity\*\*: *(amount of federal funds from this FAIN committed to Recipient)* \$800,000.00
11. Federal award project description: Title IV-E Foster Care
12. Assistance Listings number and Title: 93-658/Foster Care Title IV-E  
Amount: \$39,785,270.00
13. Is award research and development?  Yes  No
14. Indirect cost rate for the Federal award: *(include if the de minimis rate is charged per § 200.414)*: 0%

\*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 fiscal year 2025.

\*\* This federal grant is being disbursed to the State in quarterly distributions. The federal agency has not agreed to continue the distributions for the period of performance; however, the State anticipates the federal agency will continue providing the quarterly distributions. ODHS is providing its best available data here and will provide amended data when it is obtained.

## EXHIBIT F

### Privacy and Security Agreement

#### 1. PURPOSE OF THIS EXHIBIT.

- 1.1. The terms and conditions of this Exhibit F, “Privacy and Security Agreement” (PSA) govern County’s use of Data, and County’s Access to State of Oregon Information Assets and Systems.
- 1.2. County needs the Access described in Exhibit F-1, Third Party Information System Access Request(s) (MSC 0785), hereby incorporated into this PSA by reference, to perform the services described in the Agreement.

#### 2. DEFINITIONS. The following capitalized terms have the following meanings, and apply to the Access granted County under the Agreement:

- 2.1. “Access” means the ability or the means necessary to read, communicate, or otherwise use State of Oregon Data, Network and Information Systems, and Information Assets.
- 2.2. “Breach” means the acquisition, access, exposure, use, disclosure, of an Information Asset (such as Data) in a manner not in compliance with applicable law, rule, or policy, or data loss, misuse, or compromise.
- 2.3. “Client Records” includes any client, applicant, or participant information regardless of the media or source, exchanged between the parties.
- 2.4. “Data” means information created, transmitted, and stored pursuant to the Agreement, including metadata, personal information, and Client Records.
- 2.5. “Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of any Network and Information System or Information Asset. An Incident is an observable, measurable occurrence that is a deviation from expected operations or activities. An Incident may be a Breach, failure to protect a User’s identification (ID), or theft of computer equipment that uses or stores Data.
- 2.6. “Individual Access Request (IAR)” refers to the ODHS/OHA form used to authorize a User, identify the User’s job assignment, and the required access to Network and Information System(s). It generates a unique alpha/numeric code used to access State of Oregon Network and Information Systems.
- 2.7. “Information Asset(s)” refers to all information provided through ODHS and OHA, regardless of the source, which requires measures for security and privacy. Includes Data.
- 2.8. “Network and Information System(s)” or “Systems” means the State of Oregon’s computer infrastructure which provides personal communications, Data, and Information Assets, regional, wide area, and local networks, and the internetworking of various types of networks.
- 2.9. “User” means any individual (authorized or unauthorized) who Accesses the Network and Information Systems or Information Assets through County’s

Access under this Agreement. Authorized Users each have an assigned unique log-on identifier.

3. **AMENDMENTS TO THIS PSA.** Other than as allowed under this section, the parties may amend this PSA only via a written amendment executed in accordance with Section 21 of Exhibit B of the Agreement, and which identifies any amended terms of this PSA.

- 3.1. **Point of Contact Changes.** Each party will provide timely notification to the other of any change of its respective point(s) of contact, including any technical lead, and will name an interim or replacement person in any such notice. Exhibit F-1 will be deemed amended to include the updated information.

- 3.2. **Administrative Changes.** Either party may request other updates to Exhibit F-1 that are, in the sole discretion of ODHS/OHA's Information Security and Privacy Office, administrative in nature and do not modify the mode of Access or type of Data by submitting a written request to the other party. Upon written authorization of both parties and subsequent written approval by ODHS/OHA's Information Security and Privacy Office, Exhibit F-1 will be deemed amended to include the updated information.

4. **NOTIFICATIONS.**

- 4.1. **Points of Contact.** The parties have designated their respective points of contact in Exhibit F-1. The parties will facilitate direct communication between their points of contact. The parties will provide timely written notification to the other of any changes in point of contact information.

- 4.2. **Incident and Breach Notifications.** In the event County or its subcontractors or agents discover or are notified of an Incident or a Breach, including a failure to comply with County's confidentiality obligations, County shall notify the Agency point of contact, identified in Section 4 of Exhibit F-1 (or delegate) of the Incident or Breach immediately, and in no event more than 24 hours following discovery or notification. If State of Oregon determines that the Incident or Breach requires notification of State of Oregon clients, or other notification required by law, State of Oregon will have sole control over the notification content, timing, and method, subject to County's obligations under applicable law. Notwithstanding the foregoing, the parties acknowledge and agree that this section constitutes notice by County to ODHS of the ongoing existence and occurrence of security incidents that are "unsuccessful," such as "pings" on a firewall, and do not represent Incidents or Breaches.

- 4.3. **Requests for Data.** In the event County receives a third-party request for Data, including any electronic discovery, litigation hold, or discovery searches, County shall first give ODHS notice and provide such information as may be reasonably necessary to enable the State of Oregon to protect its interests.

5. **GRANT OF LICENSE.**

- 5.1. **State Systems and Data.** Subject to County's compliance with the Agreement and this PSA, County and its authorized Users are hereby granted a non-exclusive, non-transferable, and revocable authorization to access and use Network and Information Systems and Information Assets only in accordance with this Exhibit F and applicable laws, rules, and policies. County and its Users

shall not participate in any unauthorized transfer or sale of, create derivative works of, or in any way exploit the Data made available through this Access.

6. **DATA PRIVACY.** In addition to County’s obligations under Exhibit A, Part 3, “Special Provisions”, Section 1 regarding Confidentiality of Information:

- 6.1. **Generally.** County shall hold all Client Records and other information as to personal facts and circumstances obtained by County on ODHS clients as confidential, using the standard of care applicable to the Client Records, and shall not divulge any Client Records without the written consent of the client, the client’s attorney, the responsible parent of a minor child, or the minor child’s guardian except as required by other terms of this PSA, or applicable law. Disclosure of de-identified or aggregate information in summaries, statistical analyses, or on other forms may be agreed upon by the parties in a separate writing.
- 6.2. **Limited Purposes.** County shall limit the use or disclosure of Data concerning clients to persons directly connected with the Work and administration of the Agreement.
- 6.3. **Privacy Protections.** Data may include information, such as Client Records, subject to specific confidentiality protections under state or federal law. County shall comply with laws and regulations applicable to the information described in Exhibit F-1, including as specified in the Agreement.
- 6.4. **Training.** County’s employees, subcontractors, and agents who will be granted Access have received training on the privacy and security obligations relating to the Access, including on Client Records. County shall provide periodic privacy and security training to its employees, subcontractors, and agents. This periodic training may include State of Oregon trainings available to third parties on security and use and disclosure of Data.

7. **SECURITY REQUIREMENTS.**

- 7.1. **Compliance with Laws, Regulations, and Policies.** County and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and disclosure of Data (including Client Records) and Access, including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:
  - 7.1.1. Oregon’s Statewide Information Security Standards:  
<https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf>
  - 7.1.2. Oregon’s Statewide Information Security Plan,  
<https://www.oregon.gov/das/OSCIO/Documents/StatewideInformationSecurityPlan.pdf>.
  - 7.1.3. Oregon’s Statewide Policies:  
<https://www.oregon.gov/das/Pages/policies.aspx#IT>.

- 7.1.4. ODHS and OHA Information Security and Privacy Policies:  
<https://www.oregon.gov/oha/FOD/OIS-ISPO/Pages/Policies.aspx?>
  - 7.1.5. ODHS and OHA Privacy and Confidentiality administrative rules, OAR Chapter 407, Division 14, and OAR Chapter 943, Division 14.
  - 7.1.6. The Oregon Consumer Information Protection Act, ORS 646A.600 through 646A.628, to the extent applicable.
  - 7.1.7. The Health Insurance Portability and Accountability Act (HIPAA), including as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”), and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164.
- 7.2. **Responsible for Compliance.** County is responsible for the compliance of its employees, agents, and contractors with this PSA and with any third-party licenses to which Access is subject.
  - 7.3. **Subcontractors.** Upon written request, County shall disclose its subcontractors acquiring Access under this PSA to the ODHS Program Requestor identified in Section 4 of Exhibit F-1 (or delegate).
  - 7.4. **Privacy and Security Measures.** County represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security and privacy of all Information Assets, including Client Records, regardless of the media, and all Network and Information Systems. County shall monitor, periodically assess, and update its security controls and risk to ensure continued effectiveness of those controls.
  - 7.5. **Security Risk Management Plan.** County shall ensure the level of security and privacy protection required in accordance with this PSA is documented in a security risk management plan. County shall make its security risk management plan available to ODHS for review upon request.
  - 7.6. **Audit Rights and Access.** County shall maintain records in such a manner as to clearly document its compliance with and performance under this PSA, and provide ODHS, the Oregon Secretary of State, the federal government, and their duly authorized representatives, access to County’s officers, agents, contractors, subcontractors, employees, facilities and records for ODHS to:
    - 7.6.1. Determine County’s compliance with this PSA,
    - 7.6.2. Validate County’s written security risk management plan, or
    - 7.6.3. Gather or verify any additional information ODHS may require to meet any state or federal laws, rules, or orders regarding Data.
    - 7.6.4. Access to facilities, systems, and records under this section will be granted following reasonable notice to County. Records include paper or electronic form, system security logs, and related system components and tools (including hardware and software), required to perform examinations

and audits, and to make excerpts and transcripts, including for data forensics.

## 8. ACCESS TO ODHS SYSTEMS.

- 8.1. **Review of User Requests.** If required for Access, ODHS will timely review requests, including forms such as the IAR, and will:
  - 8.1.1. Notify County of the approval or denial of its request for each User for whom Access has been requested;
  - 8.1.2. Provide any unique log-on identifier required for authorized individual Access;
  - 8.1.3. Provide updates to approved inquiry processes and instructions to County.
- 8.2. **County's Responsibilities for User Accounts.** County will provide contact information to the ODHS Program Requestor identified in Section 4 of Exhibit F-1 (or delegate) for each person for whom Access is requested.
  - 8.2.1. County is responsible for all activities that occur through its Access, including for any acts related to a lost or stolen User ID or password.
  - 8.2.2. Except as otherwise specified or approved by ODHS, neither County nor its Users shall modify, alter, delete, or destroy any Information Asset.
  - 8.2.3. County shall immediately notify ODHS when a User, group of Users, or County, no longer requires Access whether due to changes in duties or due to changes in County's programs related to this Agreement.
  - 8.2.4. County is responsible for ensuring account information for its Users is accurate, complete, and up to date.
- 8.3. **Security.** County shall maintain security of equipment and hardware, and ensure the proper handling, storage and disposal of all State of Oregon Information Assets accessed, obtained, or reproduced by County and its Users to prevent inadvertent destruction or loss.
- 8.4. **Prevention of Unauthorized Access.** County shall employ privacy and security controls that meet or exceed the standards set in laws, rules, and regulations that are applicable to Access to prevent any Access to State of Oregon Network and Information Systems or Information Assets by its Users that is not authorized in accordance with this PSA and applicable law and shall implement and maintain such safeguards to prevent unauthorized Access.
- 8.5. **Access from Outside the US and its Territories.** Access to Systems from outside the United States and its territories is prohibited unless approved in advance in writing by the ODHS/OHA Chief Information Risk Officer (CIRO). If approved, County shall provide the ODHS Program Requestor identified in Section 4 of Exhibit F-1 with the IP addresses, or IP address range, to be used for Access. County shall immediately communicate to ODHS any changes to the provided IP addresses or IP range, or Access may be affected. Notwithstanding the foregoing, County shall not allow use of any Information Asset in any country or in any manner prohibited by governing applicable law, rule, or policy.

- 8.6. **Authorized Access and Use Only.** No User may Access or use State of Oregon Network and Information Systems or Information Assets for any purpose other than those specifically authorized under the Agreement and this PSA.
    - 8.6.1. Users shall not use Access to obtain or attempt to obtain Access, or any Data or Information Assets not authorized or intentionally made available.
    - 8.6.2. The use and disclosure of any Data is strictly limited to the minimum information necessary for the Work described in the Agreement.
  - 8.7. **Revocation or Termination of Access.** Breach, or wrongful use or disclosure of Data by County or its Users, may cause the immediate revocation of the Access granted though this PSA, in the sole discretion of ODHS, or ODHS may specify a reasonable opportunity for County to cure the unauthorized use or disclosure and end the violation, and terminate the Access if County does not do so within the time specified by ODHS. Legal actions also may be taken for violations of applicable regulations and laws.
  - 8.8. **No Unauthorized Distribution.** County shall not sell, make available, or provide Information Assets in any form to any other persons or organizations, and shall not use the Data for any purposes other than as allowed under the Agreement, this PSA, and applicable law.
  - 8.9. **No Impairment.** County shall not use this Access in any manner which could damage, disable, overburden, or impair Network and Information Systems, or interfere with any other entity's use or benefit of Network and Information Systems.
  - 8.10. **Prohibition on Data Mining.** County shall not use any data-mining technology on Network and Information Systems or State of Oregon Data for any non-authorized activity. For purposes of this requirement, "non-authorized activity" means the data mining or processing of State of Oregon Data, stored or transmitted for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized under this PSA.
  - 8.11. **Incidents and Breaches.** County shall comply, and shall cause its subcontractors to comply, with any requirements for identifying and addressing an Incident or Breach. This requirement applies regardless of whether the Incident or Breach was accidental or otherwise.
- 9. SUSPENSION OR TERMINATION.**
- 9.1. Access may be terminated at any time by written agreement of the parties.
  - 9.2. Access may be terminated by either party upon 30 calendar days' written notice to the other party.
  - 9.3. Access may be terminated immediately upon written notice from County if the Access is no longer needed by County.
  - 9.4. ODHS may immediately revoke the Access granted County for County's failure to comply with the requirements of this PSA. In such event, ODHS will provide immediate written notice to County's point of contact. ODHS may, to the extent it

determines it is reasonable and able to do so, provide advance written notice to County to cure any deficiency or breach under this PSA.

- 9.5. Either party may terminate Access, and ODHS may modify Access, upon written notice if there are changes to or revised interpretations of federal or state laws, rules, or regulations, or either party's policies that require such change.
10. **RETURN OF INFORMATION ASSETS.** Upon expiration or termination of the Agreement for any reason whatsoever, County shall comply with its obligations under this Agreement for return of property. In addition:
  - 10.1. **Disposal.** County shall ensure the proper handling, storage and disposal of all State of Oregon Information Assets accessed, obtained, or reproduced by County and its Users to prevent inadvertent destruction or loss. County shall ensure proper disposal of equipment and Information Assets when authorized use ends, consistent with County's record retention obligations and obligations regarding Data under the Agreement, including this PSA.
  - 10.2. **Sanitization.** Except as necessary to meet its records maintenance and audit obligations under the Agreement and applicable law, County shall not retain any copies of State of Oregon Data following expiration or termination of the Agreement. County shall notify ODHS of any conditions that make returning all such Data not feasible. Upon ODHS' written acknowledgement that returning all Data is not feasible, County shall purge or destroy retained State of Oregon Data in all its forms in accordance with the most current version of NIST SP 800-88 (or other agreed-upon standard) and on request provide ODHS with written certification of sanitization.
  - 10.3. **Protections.** County shall maintain protections required by law and the Agreement, including this PSA, for any retained State of Oregon Data for so long as County (including through any third party) retains it.
11. **COSTS.** Each party will bear its own costs related to the acquisition of all equipment, software, data lines or connections necessary for Access, unless otherwise agreed to by written agreement between the parties. Each party is responsible for securing compatible hardware, equipment, and software, and network connections.
12. **SURVIVAL.** The provisions of this PSA which by their nature survive expiration or termination of this Agreement do so survive. This PSA applies to any Access by County, its employees, agents, providers, and subcontractors following its termination.

Exhibit F-1

Third Party Information System Access Request (MSC 0785)



SHARED SERVICES  
Information Security and Privacy Office



Third Party Information System Access Request

Reset form

An DHS or OHA program completes this form to request access for a **third-party entity**\* (organization or individual) to data within an DHS or OHA information system or network.

\*Please note that each entity only needs one form.

Hover over blue text for more information.

Request type (required):	Agreement number:
Renewal without changes (user please add agreement number)	172608-3

Section 1. Third party information

This section defines the third party needing access to DHS/OHA network and information system(s). A third party is any individual or entity that is not part of the DHS/OHA workforce. Workforce means employees, volunteers, trainees and other individuals whose DHS or OHA work is under that agency's direct control. This applies to paid and unpaid workforce members.

Third-party agreement administrator contact information

This individual signs the contracts for the third party. (This is NOT a DHS/OHA employee.)

Organization/entity name:	
Clackamas County	
Contact name (first, last):	Tiffany West
Position/title:	Management Analyst, Sr.
Work street address:	2121 Kaen Road
City, State, ZIP:	Oregon City, Oregon 97045
Phone:	503-650-3162
Email:	TWest2@clackamas.us
Website address (optional):	

Additional contact for third party

This individual will be the contact for setting up or terminating users for the third party. (This is not a DHS/OHA employee.)

Same contact information as above.

## Section 2. Governing contract details

A DHS/OHA employee fills out this section. If a **governing contract** applies, please complete all applicable fields, below.

Does a governing contract establish a need for access?  Yes  No

### Background checks

Please ensure all applicable required background checks are completed. DHS and OHA systems containing or accessing regulated data may require additional background check requirements beyond the pre-employment background checks. Regulated data sets requiring additional background checks include but are not limited to:

- Criminal Justice Information (CJI) in the Criminal Justice Information Services (CJIS) policy, 5.12.1 Personnel Security Policy and Procedures
- Federal tax information (FTI) as documented in Internal Revenue Service (IRS) Publication 1075, 5.1.1 Background Investigation Minimum Requirements.

Direct questions related to the background check process to [BCU.Info@state.or.us](mailto:BCU.Info@state.or.us) or 503-378-5470 or 1-888-272-5545.

## Section 3. Access description

### Reason for access

Describe in detail the **business need** for access:

3rd party requires access to OR-Kids to make eligibility determinations and document Title IV-E Youth in the care/custody of the juvenile department and support the pass through of Title IV-E Maintenance Funding reimbursement.

Requested access start date: \_\_\_\_\_

### Method of access

Check all methods the third party will use to access DHS/OHA information systems.

- DHS/OHA on-site Will only use DHS/OHA supplied PC, laptop or workstation:  Yes  No
- Remote access via **VPN** Will only use DHS/OHA supplied PC, laptop or workstation:  Yes  No
- Remote access via **Citrix**
- Access to folder on **Secure File Transfer Protocol (SFTP) server**
- Other (explain below): Will only use DHS/OHA supplied PC, laptop or workstation:  Yes  No

### Access and information flow will occur from:

DHS/OHA to third party (i.e., third party has access to DHS/OHA's information assets and systems)

### Scope of access

List all system names the third party needs to access. (This form authorizes access for the third-party organization as a whole. A partner number [P#] and a network login are needed to access the following information systems. The system-specific **individual user access request forms** must be used to request access for individual third-party employees using the system.)

- Email:** DHS/OHA email account authorized. This authorizes the third party to get DHS/OHA email accounts after receiving a completed individual user access request form for each individual.

- Network:** Network login authorized. This authorizes the third party to get DHS/OHA network login IDs after receiving a completed individual user access request form for each individual.

System 1	
<b>Name of system: OR-Kids</b>	
Type of access requested: Read/write (please describe): <input type="text"/>	
Description of access: 3rd party requires access to OR-Kids to make eligibility determinations and document Title IV-E Youth in the care/custody of the juvenile department and support the pass through of Title IV-E Maintenance Funding reimbursement. OR-Kids access using OR ID and user connection to security group JD / OYA *This is dependent on the role within JD / OYA*	
Expiration date of access: 09/30/2027	
<b>Information type</b>	
Will information being shared or accessed be identifiable (i.e., names, DOB, address, etc.)? <input checked="" type="radio"/> Yes <input type="radio"/> No	
If yes, what protected information will be shared or accessed? (Check all that apply.)	
<input type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input checked="" type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (list below):	
<b>Information owner review (internal use only)</b>	
Name of reviewer: Cassie Budeau	Review date: 05/23/2025
<b>Access determination:</b>	
Role or group assigned (if applicable):	
Access is: Choose one	<input type="text"/>
Reason for determination:	
Add another system	Remove this system (above)

Check all methods the third party will use to access DHS/OHA information systems.

### Section 4. Program sponsor

The **program sponsor** is the DHS or OHA manager who sponsors the requested access. That person must monitor and ensure the third party complies with the terms and conditions of the access agreement. (Note that the program sponsor is usually the contract administrator of the governing contract authorizing the access.)

Verification of need to know:	
<input checked="" type="checkbox"/> As program sponsor, I certify that sections 1 through 3 of this form note the minimum necessary access. Date: 02/24/2026	
Name (first, last):	Sherril Kuhns
Position/title:	Federal Policy & Resources Manager
Office:	ODHS

Program:	Office of Child Welfare Programs
District name:	Central Office
Work street address:	500 Summer Street NE, E-16
City, State, ZIP:	Salem, OR 97301
Phone (include ext.):	503-569-6148
Email:	sherril.kuhns@odhs.oregon.gov

### Section 5. Program requestor

The **program requestor** is the DHS or OHA staff person who works with the third party on a day-to-day basis. That person requests the access agreement for the third party. The requestor can be the same person as the program sponsor or contract administrator. However, a program can list separate requestors/contract administrators. This will ensure all relevant parties receive contract communication and expiration notices.

Check this box and skip this section if the program requestor is also the program sponsor.

### Submission

Click the submit button below to submit electronically, or email this completed form to the Information Exchange (InfoEx) Program within the Information Security and Privacy Office at [DHSOHA.InfoEx@dhsoha.state.or.us](mailto:DHSOHA.InfoEx@dhsoha.state.or.us). You can also email this address if you need more help.

Policy reference: <https://apps.state.or.us/Forms/Served/de090-003.pdf>

Submit by email

### DHS/OHA Information Security and Privacy Office use only

Date received: 02/24/2026	Date completed: 02/24/2026
Date approved by all information owners: 02/24/2026	Date executed: N/A
Notes: 785 on file. Part of the 118 process. PSA provided. Updated County POC.	
Completed by: Whitnie Leiss, Sr Information Exchange Analyst	

COUNTY COUNSEL DOCUMENT REVIEW  
TRANSMITTAL FORM

DATE: February 25, 2026

TO: COUNTY COUNSEL  
ATTORNEY: Jeff Munns

FROM: Danielle Valdez

EXTENSION: 8788

DEPARTMENT/DIVISION: Juvenile

BILL TO: Juvenile

(Department/Division to be billed)

TYPE OF DOCUMENT: IGA


NAME OF DOCUMENT: Intergovernmental Agreement number 172608  
Amendment 3 between ODHS and CCJD for Title IV-E. **UPDATED on 2/25/2026 –  
see Page 2, County Contract Information, and ODHS Contact Information.**

REQUESTED RETURN DATE: As soon as reasonably possible.

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APPROVED AS TO FORM:

County Counsel:  \_\_\_\_\_ Date: 2/24/2026

Counsel Comments:

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