

August 14, 2025

Board of County Commissioners
Clackamas County

Approval of a Revenue Intergovernmental Agreement with the Oregon Department of Human Services for educational outreach to Medicare recipients. Agreement Value is \$20,328 for 1 year. Funding is through the Oregon Department of Human Services. No County General Funds are involved.

Previous Board Action/Review	No previous Board Action for this agreement. Ongoing program and services have been previously provided under similar agreements.		
Performance Clackamas	1. This funding aligns with the strategic priority to build a strong infrastructure by providing transportation alternatives. 2. This funding aligns with the strategic priority to ensure safe, healthy, and secure communities by addressing the needs of older adults in the community.		
Counsel Review	Yes-Amanda Keller	Procurement Review	No
Contact Person	Tracy Garell	Contact Phone	971 610- 8183

EXECUTIVE SUMMARY: The Social Services Division of the Health, Housing, and Human Services requests approval of an Intergovernmental Agreement with the State of Oregon to support Medicaid outreach and public education efforts. The revenue agreement with the State of Oregon is a renewal of a prior agreement.

The SHIBA-SHIP program is designed to educate seniors and other Medicare recipients about their rights, resources, and needs related to Medicare and other health insurance. The program provides education through the fraud hotline, SHIBA helpline, and at public group presentations. Additionally, information is made available during public outreach events, such as the Clackamas County Fair and Medicare enrollment events held at locations like low-cost housing units.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve the Intergovernmental Agreement (#12180) 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



Grant Agreement Number 185593

**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
2051 Kaen Road, PO Box 2950
Oregon City, Oregon 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 the ODHS’

**Aging and People with Disabilities (APD)
Community Services and Supports Unit
Agreement Administrator: Rodney Schroeder or delegate
500 Summer Street NE, E-12
Salem, Oregon 97301
Telephone: 541.305.3489
Email address: rodney.b.schroeder@odhs.oregon.gov**

1. **Effective Date and Duration.** This Agreement shall become effective on the last day all required signatures in Section 6., below have been obtained. Recipient's performance of the program described in Exhibit A, Part 1, "Program Description" may start on **April 1, 2025** shall be governed by the terms and conditions herein, and for such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the reimbursement schedule in Exhibit A, Part 1, "Program Description". Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **March 31, 2030**. 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: Special Provisions
 - (3) Exhibit B: Standard Terms and Conditions
 - (4) Exhibit C: Subcontractor Insurance Requirements
 - (5) Exhibit D: Federal Terms and Conditions
 - (6) Exhibit E: Information Required by 2 CFR 200.332(a)(1)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, F, and E.
3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$20,328.00 (Intended for Year 1 Funding: 4.1.25 - 3.31.26)**. 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: **93.324**

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 97405 _____

Email address: _____ FinanceGrants@Clackamas.us _____

Telephone: _____ (503) 742-5400 _____ 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) Recipient and Recipient's employees and agents performing activities under this Grant 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.

Remainder of this page intentionally left blank

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:**

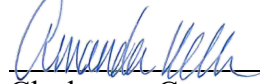
Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:



Clackamas County Counsel

5/13/2025

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. Background.

This Grant Agreement is for the local implementation and delivery of the State Health Insurance Assistance Program (SHIP). SHIP is a national program that offers one-on-one assistance, counseling, and education to Medicare beneficiaries, their families, and caregivers to help them make informed decisions about their care and benefits. SHIP grant funds strengthen the capability of states and territories to support a community-based, local network of SHIP offices that provide personalized counseling, education, and outreach to help achieve the program mission. Each SHIP is part of a statewide No Wrong Door system to streamline access to benefits and services for older adults and people with disabilities.

2. Purpose.

The Community Services and Supports Unit (CSSU) within the Oregon Department of Human Services (ODHS) Office of Aging and People with Disabilities (APD), in partnership with Oregon Senior Health Insurance Benefits Assistance (SHIBA) sponsor sites, over the course of this five-year project period, shall expand and maintain services provided under the SHIP grant project.

The goal of this project is to provide statewide Medicare outreach, education, and personalized counseling for Medicare beneficiaries and their caregivers through a trusted network of community partners and certified SHIBA counselors.

3. Desired Outcomes.

The measurable outcome associated with the project goal is to increase the number reached under the five National SHIP Performance Measures by 1.75% annually.

SHIP Performance Measures (PM):

- a.** PM 1: Beneficiary Contacts - Total one-on-one contacts.
- b.** PM 2: Outreach Contacts - Persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events.
- c.** PM 3: Contacts with Medicare Beneficiaries under 65 - Contacts with Medicare beneficiaries under the age of 65.
- d.** PM 4: Hard-to-Reach Contacts - Low-income, rural, and non-native English-speaking contacts. The designated populations include:
 - (1) Beneficiaries with low incomes - all contacts with beneficiaries whose income is below 150% Federal Poverty Level;
 - (2) Beneficiaries who reside in rural communities - all contacts with beneficiaries that live in areas with a population fewer than 50,000 as designated by the Office of Management and Budget (OMB), and;

- (3) Beneficiaries whose primary language is not English - all contacts with beneficiaries where English is not the beneficiaries first language.
- e. PM 5: Enrollment Contacts - Unduplicated enrollment contacts discussed.
- f. Medicare Part D Enrollment Outcomes (PDEO)
 - (1) Data related to enrollment in Medicare Part D and Medicare Advantage plans (PDP/MA-PD). This includes data on:
 - (a) Number of beneficiaries who received PDP/MA-PD enrollment assistance,
 - (b) Average cost change per beneficiary who received PDP/MA-PD enrollment assistance,
 - (c) Reported total of PDP/MA-PD cost change.
 - (2) The data reported must be auditable for ACL to verify and share the numbers reported. ACL and SHIPs periodically review reported cost change data and remove it if it lacks required verification. For information on how to report PDP/MA-PD Enrollment Data, please refer to the SHIP Tracking and Reporting System (STARS) manual.

4. Use of Grant Funds.

a. Allowable Activities.

Objectives and key activities are:

- (1) Consistently and confidentially provide accurate, objective, and comprehensive information and assistance;
 - (a) Provide outreach and education to beneficiaries in covered counties.
 - (b) Provide effective person-centered counseling related to Medicare benefits, access, and enrollment. One-on-one assistance can be provided in person, over the phone, on the internet, or through email. Counseling should include, at minimum:
 - i. Assistance with applying for benefits and filing claims for Medicare and Medicaid under titles XVIII and XIX of the Social Security Act;
 - ii. Medicare policy, plan, and benefits comparison;
 - iii. Information regarding long-term care insurance;
 - iv. Information regarding other types of health insurance benefits; and
 - v. Referrals to appropriate federal or state agencies for assistance with problems related to health insurance coverage (including legal problems) and other needs beyond the scope of SHIP services.

- (2) Promote awareness, knowledge, and visibility of the SHIP program;
 - (a) Increase exposure to the public through media campaigns and partnerships.
 - (b) Conduct outreach through traditional media platforms, including print, television, or radio.
 - (c) Conduct digital outreach through social media and other online resources to reach a greater number of beneficiaries.
- (3) Recruit, train, and retain a diverse, sufficient, and effective workforce at all levels of program administration;
 - (a) Maintain formal partnerships, local counseling sites, and a sufficient number of counselors, including volunteers, to serve Medicare beneficiaries in covered counties.
 - (b) Recruit, train, and retain SHIBA team members in accordance with ACL Volunteer Risk and Program Management (VRPM) policies to support SHIBA outreach and education efforts. Provide ongoing supervision and technical assistance as needed.
 - (c) Ensure team members (paid, in-kind and volunteers) are certified to provide SHIP services and will do so in an unbiased and comprehensive manner. This includes the provision of specialized training on Medicare benefits, coverage rules, written notices and forms, appeal rights and procedures, among other things necessary to provide detailed information and assistance to Medicare beneficiaries. Additionally, all team members must be thoroughly screened and have no conflict of interest in providing services. Plans should also be in place for routine recertification and rescreening/verification of all team members to ensure there are no changes to their status or capacity to provide SHIP services.
- (4) Promote adaptable and sustainable processes and activities to position the SHIP for changes in the programmatic landscape;
 - (a) Conduct outreach, education, and provide one-on-one counseling to both: 1) the general Medicare population; and 2) populations regarded as “hard to reach” due to race, cultural background, and ethnicity; limited English proficiency; disability status; and income limitations.
 - (b) Conduct regular quality assurance and analysis of services being provided to identify any potential gaps in service provision and address potential service gaps as they are identified.
- (5) Develop and strengthen the program structure and organization, including policies, processes, and procedures, to enable effective and efficient operations;

- (a) Capture project performance data using the active ACL data system (currently known as STARS) and use the data reported here to assess the SHIP's progress in reaching program objectives.

b. Unallowable Activities.

Recipient shall not:

- (1) Offer or provide any gift, favors, or other inducement.
- (2) Accept money or premium payments.
- (3) Divulge any personal information obtained when assisting Medicare beneficiaries.
- (4) Allow any counselor who has not passed a criminal background check to perform any SHIBA counseling services.
- (5) Provide inaccurate, misleading, or coercive oral or written information or materials.
- (6) Encourage consumer to provide any false or misleading information regarding income, residency, or other eligibility information.

5. Organization Standards.

Recipient agrees to:

- a.** Provide an adequate workforce, including volunteers, to provide local and trusted SHIP counseling services to Clackamas County.
- b.** Participate in education and communication activities, including required teleconferences, webinars, and meetings to discuss grant-related activities and programmatic budgetary concerns.
- c.** Participate in SHIBA and ACL program evaluations, including but not limited to the Beneficiary Satisfaction Survey and program assessments.
- d.** Participate in training opportunities.
- e.** Adhere to ACL guidance related to Conflict of Interest (COI) and VRPM policies.
- f.** Ensure the ACL data system (STARS) security procedures required by ACL that are designed to secure and to protect the confidentiality of data submitted into the ACL database are followed by all team members using the system. This includes regularly confirming the status of users who access the database and utilizing any other procedures that may be required to maintain a secure system. All passwords and password changes must comply with ACL security requirements.
- g.** Use the national SHIP name and SHIP logo on all SHIP publications and products, in accordance with program branding requirements.
- h.** In accordance with the Stevens Amendment, all HHS grant and cooperative agreement recipients are required to acknowledge federal funding when publicly communicating projects or programs funded through HHS federal financial assistance. Recipient must use the following language when issuing statements, press releases, requests for proposals, bid solicitations, and other ACL supported

publications and forums describing projects or programs funded in whole or in part with ACL funding:

- (1) This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.
 - (2) This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by ACL/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.
- i. Maintain capabilities to send and receive e-mail communications and other information through the internet, including expanding/maintaining internet capability at the local levels of the program, where applicable. Team members should have access to internet-based enrollment and other counseling tools at the time and place of counseling. Respond timely to all public requests, whether received directly or referred through national contact means and routed to their assigned state or county.
 - j. Maintain a consumer-oriented and user-friendly telephone number for SHIP-related inquiries.
 - k. Follow processes required by Centers for Medicare and Medicaid Services (CMS) and ACL regarding the use and management of 1-800-Medicare Unique IDs (when applicable). This includes maintaining the required trainings and certifications necessary to remain active.
 - l. Never represent SHIP nationally without detailed discussion and express prior approval by ODHS and ACL.
 - m. Utilize state and federal training program materials as part of the training program for staff members, including volunteers. Conduct a certification review for quality assurance to ensure staff and volunteers are trained in accordance with their job duties. Conduct continuing education and provide continuing education resources to ensure staff and volunteers are up to date in the knowledge necessary to complete their duties.
 - n. Ensure that all volunteers have satisfactorily completed their certification and notify ODHS upon the completion of all training (e.g. on-line training, New Volunteer Training and a minimum of 10 hours of mentored counseling sessions).
 - o. Ensure that all volunteers achieve 12 recertification credits (by September 30 preferred) each calendar year. This includes annual mandatory information security and privacy training.

- p.** Ensure that paid staff, in-kind paid staff, and volunteers complete annual privacy and confidentiality training to maintain their certification.
- q.** Implement quality assurance protocols within the program, including but not limited to:
 - (1) an annual touch-base with each counselor,
 - (2) annual joint counseling session with each counselor,
 - (3) periodic review of counselor data entry.
- r.** Facilitate volunteer support meetings periodically, but no less than quarterly.
- s.** Ensure that any notices from state or federal resources are delivered and explained to counselors in a timely manner.
- t.** Be responsible for the actions of staff and volunteers.
- u.** Respond to constituent requests for information or assistance in a timely fashion (the standard is within two business days).
- v.** Make available to ODHS copies of all publications, intake forms, training materials, systems, items developed, and samples of any forms used by Recipient to provide these services. Recipient agrees to provide ODHS and ACL royalty-free, non-exclusive, and irrevocable rights to reproduce, publish, use, and authorize others to use the items.
- w.** Ensure representation at SHIBA Coordinator meetings, trainings, and conference calls.
- x.** Develop performance goals and targets to help improve the five National SHIP Performance Measures.
- y.** Cooperate with efforts to monitor and assess programmatic records, reports, and activities. At minimum, one site review will be conducted annually to determine the effectiveness and efficiency of Recipient's service delivery. Provide ODHS and ACL, or the appropriate designee, access to all reports and records relating to this project.
- z.** Notify ODHS of any changes in key personnel, contact information, or other significant administrative changes immediately upon learning of the change. This includes, but is not limited to, notification of inactive or terminated volunteers and changes to permissions for STARS accounts or CMS Unique IDs.
- aa.** Provide ODHS information regarding upcoming events on a monthly basis and no later than the 10th day of the month prior to the event.
- bb.** Assume responsibility for the accuracy and completeness of the information contained in all documents and reports related to the program.

6. Counselor Standards.

SHIBA counselors shall:

- a.** Be trained and certified as required by ODHS. Potential SHIBA counselors must complete required training and tests in the SHIP Technical Assistance Center

(SHIP TA Center) Online Counselor Certification Tool (OCCT), at least 10 hours of mentoring by an experienced counselor, and New Volunteer Training (either live or recorded).

- b.** Provide information about all Medicare health insurance options to potentially eligible Oregonians. The information will include an explanation of the role of a certified SHIBA counselor.
- c.** Encourage Medicare beneficiaries to provide accurate and truthful information, and do not attempt to pre-determine consumer eligibility, or make any assurances regarding the eligibility of a consumer for any health coverage option.
- d.** Provide plan comparison and enrollment assistance using the Medicare.gov Plan Finder.
- e.** Obtain appropriate permissions from Medicare beneficiaries or their representatives prior to enrollment using the Medicare.gov Plan Finder tool and enrollment portal. Counselors will provide the Medicare enrollment confirmation form or number and keep appropriate records of the transaction.
- f.** Retain and destroy copies of all records whether paper, electronic, or other form related to counseling and enrollment as required by applicable retention schedules. Such records should be kept in a secure and locked location; including any type of paper application submitted on a consumer's behalf. Medicare Advantage and Part D Plan enrollments conducted using a beneficiary's Medicare.gov account should have consent to create an account or use an existing account and be documented in STARS.
- g.** Provide objective and personalized counseling using information provided by ODHS and Medicare.gov. If a consumer requests a recommendation about which qualified health plan or type of plan to choose, the SHIBA counselor will explain that making recommendations is outside their scope of work and refer to a licensed, certified Medicare agent if appropriate.
- h.** Disclose any potential conflicts of interest to Recipient and ODHS.

7. Reporting Requirements.

Recipient shall submit programmatic data using the ACL data system (currently STARS) monthly, at a minimum. All monthly data will be submitted by the end of the month following the close of the reporting period. Comply with data integrity guidelines and perform data validation to ensure the accuracy of data on a quarterly basis.

8. Request for Reimbursement.

- a.** Recipient shall submit detailed requests for reimbursement semi-annually for services provided. Use the SHIP Grant Request for Reimbursement Form provided by Oregon SHIBA and submit requests for reimbursement by email to shiba.oregon@odhsoha.oregon.gov.
- b.** The request for reimbursement is due 15 days following the end of each semi-annual period. The request covering April through September is due by October 15. The request covering October through March is due by April 15.
- c.** ODHS shall disburse funds to Recipient following ODHS's acceptance, review, and approval of the request for reimbursement submitted.
- d.** ODHS may make interim payments upon review and approval of reimbursement requests submitted by Recipient.

EXHIBIT A

Part 3 Special Provisions

1. Amendments.

- a.** Only as approved by all federal or state entities governing the funds to be paid through this Agreement, and subject to Section 1.b. below, ODHS reserves the right to amend this Agreement for the following:
 - (1) Extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional funding associated with the extended period(s) of time; and
 - (2) Amend the Program Description for the following:
 - (a) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope that may not have been expressed in the original Agreement or previous amendments to the Agreement as authorized by all funding source documentation; or
 - (b) As necessitated by changes in the funding source(s) paid through this Agreement.
- b.** Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 19. "Amendments; Waiver; Consent" of this Agreement.

2. Background Checks.

- a.** The following individuals providing services under this Agreement are subject to a background check through the ODHS's Background Check Unit, pursuant to OAR 407-007-0200 through 407-007-0370, as such rules may be revised from time to time:
 - (1) All employees of Recipient providing care or having access to ODHS clients, client information, or client funds.
 - (2) All volunteers of Recipient providing care or having access to ODHS clients, client information, or client funds.
 - (3) All subcontractors of Recipient providing care or having access to ODHS clients, client information, or client funds.
- b.** All employees, volunteers, and subcontractors of Recipient receiving background checks from the ODHS's Background Check Unit are required to report to Recipient any new arrests, convictions or investigations for child protective

service or adult protective service abuse within five business days after the new arrest, conviction or investigation took place.

- c. Within five business days of such notification, Recipient is required to report to the ODHS's Background Check Unit the employee, volunteer, or subcontractor's new history. The ODHS's Background Check Unit may request a new background check to reevaluate the ongoing fitness of the Recipient's employee, volunteer, or subcontractor.
- d. The criminal records check procedures listed above also apply to Recipient, its owners, managers, and board members regardless of if any individual has access to ODHS clients, client information or client funds. Recipient shall establish a personal personnel file and place each criminal records check in named file for possibility of future ODHS review and shall be maintained pursuant to Exhibit B, "Standard Terms and Conditions", Section 11, "Records, Maintenance, Access."

3. Trafficking.

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). For the full text of the award term, go to <https://acl.gov/grants/managing-grant>.

4. Salary Limitation.

"Full-Year Continuing Appropriations and Extensions Act, 2025" applies to terms and conditions of the Consolidated Appropriations Act, 2024 (Public Law 118-47) including a salary rate limitation. The law limits the salary amount that may be awarded and charged to ACL grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II. The Executive Level II salary of the Federal Executive Pay scale is \$225,700. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under an ACL grant or cooperative agreement. Note that these or other salary limitations will apply in FY 2025 as required by law.

5. Whistleblower Protections.

As a recipient of this award, Recipient must comply with the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112- 239, 41 U.S.C. § 4712) "Enhancement of contractor protection from reprisal for disclosure of certain information," and 48 CFR part 3 subpart 3.9, "Whistleblower Protections for Contractor Employees." For more information see: <https://oig.hhs.gov/fraud/whistleblower/>.

6. Antidiscrimination.

This project must be administered in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age, and, in some circumstances, religion, conscience, and sex. This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS.

See <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

- Reasonable steps must be taken to ensure that the project provides meaningful access to persons with limited English proficiency. For guidance on meeting legal obligations to take reasonable steps to ensure meaningful access to programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.
- For information on specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <https://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.
- For guidance on administering projects in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

7. Telecommunications.

Effective August 13, 2020, in accordance 2 CFR 200.216, “Prohibition on certain telecommunications and video surveillance services or equipment.”

- a.** As described in CFR 200.216, Recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:
- (1) Procure or obtain,
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any

subsidiary or affiliate of such entities).

- (b) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

8. Security and Privacy.

Should the collection of information require the use of an information technology system, the grant Recipient and subrecipient(s) will be expected to adhere to the NIST Cybersecurity Framework at <https://www.nist.gov/cyberframework/framework> to help ensure the security of any system used or developed by the grant Recipient or subrecipient(s). In particular, if the data to be collected includes Personally Identifiable Information (PII) or Protected PII, the grant Recipient and subrecipient(s) must apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII. (See 2 CFR 200.1 Definitions).

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.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, ODHS will not own the right, title, and interest in any items or materials created or delivered by or for Recipient or a subcontractor in connection with the Work (“Work Product”). With respect to that portion of the Work Product that Recipient owns, Recipient grants to ODHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license to (1) reproduce, prepare derivative works based upon, distribute copies of, perform and display the Work Product, (2) authorize third parties to exercise the rights on ODHS’ behalf, and (3) sublicense to third parties the rights. If Recipient does not own the Work Product in its entirety, or at all, Recipient shall obtain from the owner of the portion of the Work Product that Recipient does not own, on ODHS’ behalf, and in the name of ODHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license to exercise all of the rights in the Work Product.
- If state or federal law requires that ODHS or Recipient grant to the United States a license to any Work Product, or if state or federal law requires that ODHS or the United States own the Work Product, then Recipient shall execute such further documents and instruments as ODHS may reasonably request in order to make any such grant or to assign ownership in the Work Product to the United States or ODHS.
- Recipient shall include in its subcontractor agreement terms and conditions necessary (1) to ensure that the Recipient may grant to or obtain on ODHS’ behalf and in the name of ODHS the licenses set forth above and to ensure that subcontractors execute such further documents and instruments as ODHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
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 ("Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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

Local Government shall require its first-tier Contractor(s) (Recipient) that are not units of local government as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Recipient(s) perform under contracts between Local Government and the Recipients (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODHS.

Local Government shall not authorize Recipients to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Recipient compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall Local Government permit a Recipient to work under a Subcontract when the Local Government is aware that the Recipient is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Recipient with which the Local Government directly enters into a contract. It does not include a subcontractor with which the Recipient enters into a contract.

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

INSURANCE TYPES AND AMOUNTS

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 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 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, Contractor shall provide Workers' compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

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 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:

☒ **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 the Agreement/Subcontract by the Recipient and 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 and subcontractors 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 the sub/contract and for the period of time in which Recipient (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to ODHS, State of Oregon or client data, whichever is longer, with a combined single limit of no 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, State of Oregon 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 Agreement/Subcontract is required. Combined single limit per occurrence shall not be less than \$ _____ and not be less than \$ _____ annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Recipient's or subcontractor's 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 Agreement/Subcontract 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 policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the 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 COVERAGE REQUIREMENTS:

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

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations. 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 must obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ODHS or State of Oregon has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Agreement, for a minimum of 24 months following the later of:

- (i) Recipient's completion and ODHS/Local Government's acceptance of all Services required under the Agreement, or
- (ii) ODHS or Recipient's termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Recipient a Certificate(s) of Insurance for all required insurance before Recipient delivers any goods and performs any Services required under this Agreement. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, ODHS/Local Government has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION:

The Recipient or its insurer must provide at least 30 days' written notice to Local Government 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/Local Government under this agreement and to provide updated requirements as mutually agreed upon by Recipient and ODHS/Local Government.

STATE ACCEPTANCE:

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

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, 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) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) 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. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).
3. **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.

4. **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).
5. **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.

- 6. 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.

7. 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 \$750,000 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 \$750,000 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”.

- 8. 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.

9. **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.).
10. **Medicaid Services.** Reserved.
11. **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.
12. **Disclosures.** Reserved.
13. **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.
14. **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.
- 15. 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(a)(1)

1. Recipient Name: *(Must match the registered name associated with 3. below)* Clackamas County acting by and through its Health, Housing, and Human Services Department, Social Services Division
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: Administration for Community Living (ACL) U.S. Department of Health and Human Services
 - b. Name of pass-through entity: State of Oregon acting by and through its Oregon Department of Human Services (ODHS), Aging and People with Disabilities Division, Community Services and Supports Unit.
 - c. Contact information for awarding official of pass-through entity: Rodney Schroeder, 541.305.3489, Rodney.B.Schroeder@odhs.oregon.gov
3. Recipient's Unique Entity Identifier (UEI): NVWKAVB8JND6
4. Federal Award Identification Number (FAIN): 90SAPG0127
5. Federal award date: *(date of award to state by federal agency)* 04.03.2025
6. Sub-award period of performance: Start Date: 04.01.2025 End Date: 03.31.2030
7. Sub-award budget period Start Date: 04.01.2025 End Date: 03.31.2026
8. Amount of federal funds obligated by this Agreement: \$6,611.00
9. *Total amount of federal funds obligated to Recipient by pass-through entity, including this Agreement: \$6,611.00
10. Total amount of the Federal Award committed to Recipient by pass-through entity: *(amount of federal funds from this FAIN committed to Recipient)* \$6,611.00
11. Federal award project description: Oregon 2025 State Health Insurance Assistance Program (SHIP)
12. Assistance Listings number and Title: 93.324 SHIP
Amount: \$243,154.00
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 fiscal year 2025-2026.