



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 26, 2022

Department: Health & Human Services Agenda Planning Date: October 13, 2022 Time required: 10

Audio/Visual aids

Contact: Meuy Saechao Phone: 503-584-4897

Department Head Signature:

TITLE Oregon Department of Human Services, Child Welfare IGA #177938; \$120,0000

Issue, Description & Background Child Welfare IGA #177938; \$120,0000; the overall goals of the Program are to safely and equitably reduce the number of Children in the foster care system by reducing the length of stay in foster care, maintaining Children safely at home with their parents or caregivers, reducing the re-referral and reentry rates of Families into the Child Welfare system, and increasing the timeliness to permanency.

Financial Impacts: Oregon Department of Human Services, Child Welfare IGA #177938; \$120,0000

Impacts to Department & External Agencies Health & Human Services anticipates no financial impact to other departments.

Options for Consideration: 1. Approve IGA#177938. 2. Deny approval GA#177938. 3. Take no action at this time.

Recommendation: Health and Human Services Department recommends approval of Child Welfare IGA #177938; \$120,0000.

List of attachments: Oregon Department of Human Services, Child Welfare IGA #177938

Presenter: Corissa Neufeldt

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Meuy Saechao; msaechao@co.marion.or.us



Contract Review Sheet

HE-5076-22

Intergovernmental Agreement #: HE-5076-22 Amendment #: _____

Contact: Saechao, Meuy Department: Health and Human Services

Phone #: (503) 584-4897 Date Sent: _____

Title: Oregon Department of Human Services, Child Welfare IGA #177938

Contractor's Name: Oregon Health Authority

Term - Date From: October 1, 2022 Expires: June 30, 2023

Contract Total: \$ 120,000.00 Amendment: \$ - New Total: \$ 120,000.00

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs and QRFs)

Description of Services or Grant Award

The overall goals of the Program are to safely and equitably reduce the number of Children in the foster care system by reducing the length of stay in foster care, maintaining Children safely at home with their parents or caregivers, reducing the re-referral and reentry rates of Families into the Child Welfare system, and increasing the timeliness to permanency.

Desired BOC Session Date: 10/26/2022 BOC Planning Date: 10/13/2022

Files submitted in CMS: 10/5/2022 Printed packet & copies due in Finance: 10/11/2022

BOC Session Presenter(s) Corissa Neufeldt

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: _____

REQUIRED APPROVALS

Finance - Contracts Date

Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date

REQUEST FOR AUTHORIZATION OF CONTRACT

Date: October 5, 2022

To: Chief Administrative Officer

Cc: Contract File

From: Meuy Saechao

Subject: Retroactive (HE-5076-22)

The Marion County Health and Human Services (MCHHS) is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is an incoming funds with Intergovernmental Agreement with Oregon Department of Human Services (ODHS) #177938 with a value of \$120,000.00 and will be effective retroactive to October 1, 2022 upon approval.

As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

The Intergovernmental Agreement (IGA) #177938 was received by Health and Human Services from ODHS on October 5, 2022.

As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

MCHHS Executive Team and administration staff will continue to keep an open communication with ODHS to ensure IGA is received in sufficient time for the program review, process, and approvals to avoid retroactive implementation.

Submitted by:

Meuy Saechao
Health and Human Services

Acknowledged by:

Ryan Matthews
Department Head



Agreement Number 177938

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

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

Marion County
Acting by and through its Health and Human Services Department
3180 Center St. NE, Suite 2100
Salem, OR 97301
Contact: Meuy Saechao
Telephone: 503-584-4897
E-mail address: msaechao@co.marion.or.us

hereinafter referred to as “County.”

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

Child Welfare
D3 Administration Office
3420 Cherry Ave. NE, #110
Salem, OR 97303
Agreement Administrator: Mindy Harbick or delegate
Telephone: 503-602-7003
E-mail address: mindy.k.harbick@dhs.oha.state.or.us

1. Effective Date and Duration.

Upon signature by all applicable parties, this Contract shall be effective on the later of: (i) **October 1, 2022**, or (ii) when required, the date this Contract is approved by Department of Justice, regardless of the date it is actually signed by all other parties per the authority under OAR 125-247-0288. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on **June 30, 2023**. Contract termination shall not extinguish or prejudice DHS' right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Agreement Documents.

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

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

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

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

3. Consideration.

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$120,000.00**. ODHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. ODHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

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

- County is a subrecipient County is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.558.

5. County Data and Certification.

- a. **County Information.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: (____) _____ Facsimile: (____) _____

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

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

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

- (1) County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County;
- (2) The information shown in Section 5a. "County Information", is County's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) 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>;

- (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (7) County's Federal Employer Identification Number (FEIN) provided is true and accurate. If this information changes, County is required to provide ODHS with the new FEIN within 10 days.

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

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

6. Signatures. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

**Marion County
Acting by and through its Health and Human Services Department
By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

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

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(a)	_____
Department of Justice	Date

EXHIBIT A

Part 1 Statement of Work

ODHS requires that the Contractor meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

1. **Purpose.** As directed by the Oregon Revised Statutes (ORS) 418.580 through 418.598, the Contractor and the Department of Human Services execute this Contract for the provision of Strengthening, Preserving and Reunifying Families services (SPRF).
2. **Background.**
 - a. The Strengthening, Preserving and Reunifying Families Program (the “Program”) was created by the Oregon legislature with the goal of reducing trauma to Children who are removed from their Families of origin because of reasons of abuse or neglect, and to resolve those issues by means of offering family-focused services starting at the assessment phase of the case and extending into aftercare services when Children are returned home.
 - b. Services provided will be culturally-competent, evidenced-based or evidence informed, Client-centered, and Family-focused. Services will be both front-end intervention programs in the home and community to support and maintain in-home placement; and services in the home, community and with the foster parent, Child and biological parents to support early reunification programs.
 - c. The overall goals of the Program are to safely and equitably reduce the number of Children in the foster care system by reducing the length of stay in foster care, maintaining Children safely at home with their parents or caregivers, reducing the re-referral and reentry rates of Families into the Child Welfare system, and increasing the timeliness to permanency.
3. **Definitions:**
 - a. “**Administrative Cost**” means the cost category for administrative functions both directly and indirectly associated with all JOBS Services provided under this Contract. Administrative Costs can include personnel and non-personnel costs. Administrative functions include: general accounting, coordination, budgeting, financial; audits, reviews, incident reports, property management, personnel and payroll; and information systems costs related to the administrative functions.
 - b. “**Child**” or “**Child(ren)**” means a child who qualifies for Child Welfare services provided by the Department of Human Services.
 - c. “**Child Welfare Caseworker**” or “**Caseworker**” means ODHS Child Welfare staff. Although Contractor will coordinate aspects of an individual Client Family case management responsibility with one primary ODHS Child Welfare Caseworker, there are circumstances where the term “Caseworker” will also include ODHS supervisors, managers or technical staff, and can include Child Welfare workers with experience in other child welfare disciplines, such as Child

Protective Services (CPS), Foster Care, Family Based Services, Residential Services or Adoptions, among others.

- d. **“Client”** means the ODHS Child Welfare participant, adult or child, who is receiving the service under this Contract.
- e. **“Client Family”** see definition for “Family.”
- f. **“Client focused functional outcome measures”** means objective, observable measures of outcomes for services provided to a child and a child’s family under ORS 418.575 to 418.598, including but not limited to measures relating to permanency.
- g. **“Family”** means, at a minimum but not to the exclusion of siblings as defined in ORS 419A.004 or other persons living in the same household with a Child, the Child and:
 - (1) The Child’s parent as defined in ORS 419A.004;
 - (2) The Child’s guardian appointed pursuant to ORS chapter 125; or
 - (3) A person who has a caregiver relationship as defined in ORS 419B.116 with the Child.
- h. **“Family Coach”** means the ODHS Self Sufficiency case manager assigned to a Family and may also include other Self Sufficiency staff involved in the case.
- i. **“Job Opportunity and Basic Skills”** or **“JOBS”** is the State of Oregon’s employment and training program for low income Families on Temporary Assistance for Needy Families. The JOBS program provides a range of services to eligible Families such as employment skills, education, life skills, and family stability.
- j. **“Program Costs”** means costs attributed to the JOBS Services provided directly to Participants. This includes Contractor’s personnel costs for staff FTE providing the JOBS Services, supplies, equipment, space, materials, and other allowable expenses associated with these staff FTE.
- k. **“Self Sufficiency”** is a program office within the Oregon Department of Human Services whose primary responsibility is to help Oregonians move out of poverty.
- l. **“Temporary Assistance for Needy Families”** or **“TANF”** is a program within ODHS’ Self Sufficiency that provides cash assistance to low-income Families with children while they strive to become self-sufficient. Cash assistance is intended to meet a Family’s basic needs such as clothing, shelter, and utilities.
- m. **“Office of Child Welfare Programs”** or **“Child Welfare”** is a Program office within the Oregon Department of Human Services.
- n. **“Participant”** means the ODHS Child Welfare or Self Sufficiency Client, adult or child who is receiving the service under this Contract

4. Overview.

The Contractor shall provide Housing Placement Services to families referred by ODHS Child Welfare and Self Sufficiency. Contractor shall provide case management services

to support families in achieving and maintaining housing stability which includes barrier removal, housing search assistance, locate and stabilize housing, facilitating access to community resources and development of landlord connections.

The purpose is to support parents and families engaged with ODHS Child Welfare and Self Sufficiency in Marion County find and maintain stable housing in order to prevent out of home placement of their children or support a reunification plan.

5. Referral Protocols.

- a. ODHS will initiate referrals for services to the Contractor based on identified Client or Client Family needs, and upon acceptance the Contractor shall collaborate with the referring Caseworker on the most suitable and beneficial service outcome under this Contract. Referrals shall be accepted during normal business hours, which are 8a.m. – 5p.m. Monday through Friday.
 - (1) Contractor shall initiate contact with the family within 5 days.
 - (2) Contractor shall notify the referring Caseworker within 2 business days of referral initiation in cases where the Contractor does not accept referral. Contractor will notify Caseworker electronically when referral not accepted with reason as to why.
 - (3) The Notice to Proceed (NTP) will include an authorized Begin Date and End Date. No services performed outside of these date ranges will be approved for payment unless authorized. Contractor shall, if continuing services are recommended past the NTP end date, communicate the need for an additional NTP to the ODHS Caseworker along with any pertinent information such as; updated goals for continuing service. Contractor shall communicate requests for continuing services to the ODHS Caseworker at least two weeks prior to the end date of the NTP to prevent a gap in service.
- b. Service referrals are expected to last an average of 4-6 months. In cases where additional time is necessary, Contractor shall obtain prior approval from the ODHS assigned Caseworker.
- c. Serve a range of 20 to 25 families for the duration of this Contract. ODHS will track and monitor the number of families served monthly. This information will be used to begin capturing baseline measurements tied to outcomes identified in Section 9.
- d. ODHS will, in cases where ODHS determines services are no longer needed, issue an email or written notification to end authorized services.

6. Performance Work Statement.

ORS 418.580 (2)(c) allows for contracts entered into for Program services to be performance-based. This Contract is entered into by the parties to this Contract with the understanding that this is a performance-based contract and as part of administration of the Contract, ODHS will be monitoring the outcome data and working with the Contractor to assist in achieving specific performance measures as defined in Section 9.

All services under this Contract as provided by the Contractor will be directly related to meeting the outcome measures as defined in Section 9. Service array is as follows:

- a.** Contractor shall provide the following: Child Welfare Program
- (1) Provide 1 FTE Housing Placement Specialist in Marion County to provide the following service:
 - (2) Research, develop and maintain a list of community housing resources for Oregon DHS eligible participants.
 - (3) Support participant's efforts with securing and maintaining safe, accessible and affordable housing that will meet the participant families needs. This includes developing housing capacity and developing and maintaining partnerships with local landlords, property management entities or other housing associated community organizations.
 - (4) Provide case management support to participant families to identify needed housing, resources and services available to help access, secure and maintain stable housing;
 - (a) Develop a housing service plan that reflect housing goals.
 - (b) Coordinating with landlords or property management companies to support participant families application for housing;
 - (c) Identifying barriers to accessing housing and support participant families in troubleshooting barrier removal strategies;
 - (d) Coordinating with ODHS and or other community partners to access any needed barrier removal resources;
 - (e) Providing follow along support to participant families for up to 90 days to participants and landlords to assure housing stability, including helping participants troubleshoot and strategize solutions to challenges and barriers that arise and may threaten their housing stability.
 - (f) Provide community resource referrals that focus on local housing market, HUD principles and various vouchers, low income subsidized housing, and other affordable housing tools.
 - (5) Actively engage community partners such as; school liaisons, ODHS Caseworkers and Family coaches, employment and education programs, work place readiness programs and family support workers.
 - (6) Provide other community referrals to the participant or participant family as appropriate such as; mental health or addiction concerns.
 - (7) Provide ongoing communication with ODHS caseworker to ensure care coordination for each referred participant.
 - (8) Services can occur in the home, in the community or local agency offices or by virtual means as to maintain in compliance with COVID 19 rules.

- b.** Contractor shall provide the following Self Sufficiency JOBS services.
- (1) Stabilize Living – SL Contractor Shall:
 - (a) Assist Clients in searching for stable and safe housing;
 - (b) Assist Clients in addressing barriers that prevent or limit employment or self-sufficiency such as financial stability, employability and rental history;
 - (c) Make referrals or connect Families to services that address rental barriers such as Rent Well classes; and
 - (d) Maintain connections with landlords/property managers willing to rent to Clients and advocate for Clients to become tenants.

c. Child Welfare Flexible Funds.

Contractor shall provide direct support to prevent imminent placement of a child or to support reunification. ODHS will reimburse Contractor for Flexible Funds expenses averaging \$1,000.00 per family. Contractor must receive ODHS Supervisor approval for any expenditure that exceeds \$1,500.00. The following types of expenses are appropriate:

- (1) Housing expenses (including rent or utility deposits; house cleaning or home repairs needed for safety);
- (2) Utility payments needed to maintain or establish heat, water and light;
- (3) Transportation: minor car repairs; and other transportation expenses;
- (4) Essential furnishings and bedding needed for the minimum safety and well-being of family members;
- (5) Necessary clothing or diapers for family members;
- (6) Safety items: baby gates, child safety seats;
- (7) Other, as pre-approved by the ODHS Program Manager or Supervisor

d. Self Sufficiency JOBS Support Services Payments.

Support Service payments are available through ODHS Family Coaches to support Participants to stabilize their families and engage in JOBS Services. Payments must be tied to the Participant’s Personal Development Plan (Case Plan). Eligibility for Support Service payments and allowable payment types are defined in [Oregon Administrative Rule](#). Support Service payments may be made by JOBS Contractors to eligible Participants as determined appropriate with ODHS District Leadership.

- (1) Guidance and Tools Available Regarding JOBS Support Service Payments:
 - (a) Rules and Regulations: Case Plan Activities and Standards for Support Services Payments (OAR 461-190-0211)
 - (b) [JOBS Program Staff Tools Page](#):

- i. JOBS Support Services Guide (SSG).
 - ii. Childcare and Transportation payments are not allowed be paid by a contractor – must be paid through ODHS Family Coach.
 - iii. Support Service payments are available through ODHS Family Coaches.
- (2) Description of Services or assistance provided:
 - (a) Ensure there is no duplication of payments.
 - (b) Explore lower cost alternatives or other funding available.
- (3) Support Service payments allowable to be offered by the Contract:
 - (a) Housing or Utilities.
 - (b) Professional Fees.
 - (c) Oregon Driver’s License or Oregon ID card.
 - (d) Fees required to complete a background check.

7. Client Transportation.

Contractor shall provide Client transportation services in order to facilitate Client’s participation in housing placement activities ODHS strongly prefers that all Client transportation services be provided using Contractor’s vehicles; however Contractor may provide those services through its employees’ private vehicles. All vehicles and drivers providing transportation under this Contract are subject to the conditions below. Prior to performing Client transportation services for ODHS Clients, Contractor shall provide the ODHS Contract Administrator a written certification that all drivers performing Client transportation services under this Contract meet all of the requirements listed below.

- a. Insurance: Contractor shall obtain and maintain Commercial Automobile Liability insurance at the liability limits described in Exhibit C “Insurance Requirements” throughout the term of this Contract.
- b. Driver Standards. Contractor shall insure any person performing Client transportation services meets all of the following requirements:
 - (1) Driver:
 - (a) Shall be currently and legally licensed to operate the transporting vehicle according to the laws and regulations of the State of Oregon;
 - (b) Shall not have the following criminal history:
 - i. Have been convicted or currently under the investigation of a crime in the category of homicide;
 - ii. Have been convicted or currently under the investigation of a crime related to a sexual offense; or
 - iii. Currently have a pending or unresolved criminal charge.

- (c) Shall not have been convicted of:
 - i. Hit-and-run driving;
 - ii. Reckless driving as defined in ORS 811.140 or the substantially similar crime in another state;
 - iii. Fleeing or attempting to elude a police officer while driving a motor vehicle;
 - iv. Failure to perform the legal duties of a driver involved in an accident or collision which results in injury or death of any person;
- (d) Has not been convicted of a crime:
 - i. Listed in ORS 342.143(3)(a)(A), (B) or (C);
 - ii. Involving sexual offenses;
 - iii. In the past two years, involving child abuse or child neglect;
 - iv. In the past two years, involving offenses against persons, violence, threat of violence, or theft;
 - v. Involving activity in the past two years, in drugs or alcoholic beverages, including driving under the influence of intoxicants; or
 - vi. Been convicted of a crime that bears a substantial relation to the functions and duties under the terms and conditions of the Contract.
- (e) In addition, any employee that performs the function of Driver:
 - i. Has not had a driver's license suspended by the Oregon Division of Motor Vehicles, or a similar agency in another state, for a cause involving the unsafe operation of a motor vehicle or because of sanctions against a driving record, within the past two years;
 - ii. Has not had driving privileges revoked or suspended as a habitual offender under ORS 809.600, or a substantially similar provision in another state, within the past two years; or
 - iii. Does not have a driving record that has an accumulation of 31 points based on the point system established in OAR 581-053-0050(3)(G), within the past two years;
 - iv. Shall not consume any alcoholic beverage regardless of its alcoholic content or any drug that may affect the ability to operate a vehicle safely within eight hours prior to providing Client transportation services.

- v. If any employee is in violation of any provision listed above, or, to the best of the Contractor's knowledge is currently under investigation of such actions, the Contractor shall immediately remove the employee from providing any Client transportation services to any ODHS Client.
- (f) shall do the following:
- i. Refrain from smoking or the use of any tobacco product at any time while providing Client transportation services;
 - ii. Secure any articles in the passenger compartment of the transporting vehicle likely to cause injury to the occupants in the event of an accident, sudden stop or emergency evasive action;
 - iii. Ensure vehicle is sufficiently fueled prior to transporting ODHS Clients and refrain from refueling the vehicle while transporting ODHS Clients;
 - iv. Provide adequate lighting, ventilation and heating in the transporting vehicle appropriate to the environment;
 - v. Not carry, nor shall the vehicle transport, guns, knives, mace, pepper spray or weapons of any type or any potentially hazardous material when providing Client transportation services; nor shall the Contractor allow any mace, pepper spray or weapons of any type to be stored in any vehicles used to transport ODHS clients or staff.
 - vi. Have telephonic means available and follow all applicable laws regarding use of telephonic devices while driving. Telephonic device shall be used for contacting emergency assistance. Client transportation providers are prohibited from use of a cell phone or other telephonic or electronic device not specifically designed for use while driving while transporting ODHS Clients.
- c. Vehicle Standards. Contractor shall ensure vehicles meet the following standards when being used for Client transportation services:
- (1) Vehicle is fully registered and licensed according to the laws of the State of Oregon, and is in good and safe operating condition that meets or exceeds the applicable minimum standards, rules and laws for vehicle safety;
 - (2) Vehicle has a clean and uncluttered passenger compartment;
 - (3) Vehicle has a certified and properly installed child-safety seat, booster seat or other device required by law or rule for the transport of children that shall be utilized as required by rule or law; and

- (4) Vehicle has seat belts that are properly installed and maintained and used by all occupants of the vehicle at all times the vehicle is in operation.

8. Reports of Abuse and Safety Plan Violations.

- a. Any concerns about the safety of the children, or the safety and stability of the home environment shall be immediately reported to the local child abuse reporting number.
- b. Contact from alleged offenders will immediately be reported to the assigned ODHS Caseworker. Contractor services will not be provided when uncontrolled offenders have continued access to children in their homes.
- c. Any violation of the protective action, safety plan or relapse prevention plan will be reported to the ODHS Caseworker within 24 hours of observation. For example: the parent's un-willingness or ability to comply with the protective action or safety plan.

9. Child Welfare Program Outcome Measures.

With ODHS's implementation of performance-based contracting, Child Welfare will gather end of service data reported out by the Contractor and validated by Child Welfare. Child Welfare will utilize this and other data to work with the Contractor to support continuous improvement efforts which promote better outcomes for children and families.

- a. Housing Services will be based on successful achievement of the following outcome expectations:
 - (1) Achieved: Client obtained or maintained long-term housing by entering into Agency approved lease or rental agreement or long-term commitment of co-habitation.
 - (2) Not Achieved: Client did not obtain or maintain long-term housing.
- b. When a dispute arises in regards to whether or not child-driven outcomes have been achieved by the Contractor, ODHS will make the final decision.
- c. Outcomes measures may be modified deleted or exchanged as necessary and if so, will be completed through written amendment.

10. JOBS Contract Outcome Measures and Reporting.

- a. The following describes outcome measures for Contractor to assess and report how each participant is doing on a monthly reporting schedule.
 - (1) Contractor shall report JOBS outcomes for all TANF JOBS participants served by the Contract, to the ODHS Contract Administrator or other identified ODHS representative no later than 45 days following the end of the month in which actual JOBS Services were provided.
 - (2) Contractor's outcome data must be reported in the format prescribed by ODHS. Outcome measures will be reported by the Contractor at a Participant level and ODHS will provide a wrap up of aggregate data for contract administration and performance evaluation.

b. Outcome Measures.

- (3) These measures indicate the volume of contract activity (including number of Participants entering, served, or exiting services) provided by this Contractor. These measures are required to be tracked and reported on a monthly basis for each service offered by the Contractor.
 - i. Number of Participants Referred: Number of Participants SSP referred to the Contractor for a specific service during the monthly invoicing period. Must be tracked and reported monthly for every contracted JOBS service offered.
 - ii. Number of Participants Served: Number of Participants who have engaged in at least one hour of contracted service as indicated on the Participant's TRACS Personal Development Plan during the monthly invoicing period, does not include contact attempts. Must be tracked and reported monthly for every contracted JOBS service offered.
 - iii. Number of Participants Exiting the Service: Number of Participants who have completed the service, closed TANF for any reason, moved to a different service, stopped or closed a service for any reason, were disqualified, or removed from a service during the monthly invoicing period. Must be tracked and reported monthly for every contracted JOBS service offered.
 - iv. Outcomes by Race/Ethnicity: Contractor must gather race and ethnicity information directly from Participants at the beginning of each service. Race and ethnicity data must be reported monthly for each Participant served under the JOBS contract.
- (4) These measures indicate the Participant or family's state of wellbeing, function, or supports based on observations, interviews, or assessments done by the Contractor.
 - i. Number of Housing Placements: Number of JOBS Participants who have moved into safe housing with a multi-month contract. Contractor will provide person level data according to the reporting frequency indicated in the Business Plan.
 - ii. Number of Participants in Safe Housing: Number of Participants who were in safe housing throughout the reporting period with an established commitment that they can stay there for 30 days or more. This includes but is not limited to permanent housing or permanent supportive housing.

11. JOBS Service to TANF Leavers and/or Non-TANF Families.

Contractors may provide expanded JOBS contracted services to TANF Leavers and/or support service payments to TANF Leavers or Non-TANF Families only when approved by ODHS District Leadership and Central Office.

- a. TANF Leavers: “TANF Leavers” are Participants or families who were receiving TANF benefits and services, are no longer eligible for TANF cash assistance, but are still eligible for JOBS contracted services and/or support service payments issued by a JOBS Contractor.
- b. “Non-TANF Families” are families who are not receiving TANF cash assistance but are eligible for JOBS support service payments provided by a JOBS Contractor because they meet certain eligibility criteria as verified or determined by ODHS staff.
- c. TANF Leavers or Non-TANF Families must meet all of the following eligibility criteria as verified by the Family Coach or ODHS staff:
 - (1) Not currently receiving TANF;
 - (2) That include a parent or caretaker relative living with a dependent child under the age 18;
 - (3) That have income at or below 250% of the Federal Poverty Level (FPL).
- d. Contracted Services for JOBS services to TANF Leavers may be provided for the necessary length of time needed to complete the service started while the Participant was receiving TANF. The purpose of these expanded services to TANF Leavers is to end the dependence of needy parents or caretaker relatives on government benefits by promoting job preparation, work, and family stability.
- e. Support Service Payments for TANF Leavers and/or Non-TANF Families may be provided for a specific crisis or episode of need for no more than four months. Payments must be made by the contractor and are not intended to be recurring. Payments must be staffed with District. Payments must allowable based on payment types defined in [Oregon Administrative Rule \(OAR\) 491-190-0211](#) as amended.

11. Reporting Requirements.

Contractor shall provide the following reports to the ODHS Child Welfare Caseworker:

- a. Initial Summary.

Upon acceptance of a referral, a written summary that identifies the current status of the Client Family, the Client Family barriers, outcomes, and strategy to achieve outcomes;
- b. Monthly Reports.

Written reports to include any changes in the barriers to success, changes in strategies to achieve success, ongoing summary of service provisions and progress towards outcomes;

c. Closing Reports.

As this Contract is Performance-based, Contractor's periodic or closing reports will focus on providing necessary information that will ultimately describe the results of Client-Families achieving program outcomes as described in Section 9. "Child Welfare Program Outcome Measures" specifically, the Contractor shall provide the following, within 10 calendar days of the last service provided for each Client Family:

- (1) Progress toward, or final, Client Family outcomes (to also be included on ODHS invoice); and
- (2) Next steps or recommendations for further treatment.

d. Contractor shall provide the following reports for Client Families receiving TANF/JOBS services: See JOBS Contract Outcome Measures and Reporting above under section 10.

e. By **July 31, 2023**, provide a Summary Report that will include overview of work completed and data collected during the Contract period to include:

- (1) Housing resources developed;
- (2) Number of housing applications submitted by participants;
- (3) Housing services provided;
- (4) Participants served and housed;
- (5) Successes and barriers; and
- (6) Recommendations for sustainability of housing placement services.

EXHIBIT A

**Part 2
Payment and Financial Reporting**

1. Payment Provisions.

a. As consideration for the services provided by the Contractor during the period specified in **Section 1. Effective Date and Duration**, ODHS will pay to the Contractor, a maximum not-to-exceed amount as specified in **Section 3. Consideration**, to be paid as follows:

(1) **Child Welfare services** will make payments to the Contractor at the rate of **\$6,111.11** per month for months in which at least one Client received services as described in Exhibit A, Part 1.

Child Welfare will not make payment to Contractor for months in which Contractor did not provide services to Child Welfare Clients.

(a) Contractor shall invoice **Child Welfare** for actual expenditures for flexible funds. Reimbursement of all Flexible Funds costs shall not exceed a total of **\$5,000.00**. ODHS reserves the right to review and approve all costs for which Contractor requests reimbursement.

(b) The Not to Exceed amount for Child Welfare expenditures is as follows:

Program Costs:	\$55,000
Flex Funds:	\$5,000
Total NTE:	\$60,000

(2) **Self Sufficiency services** will make payments to the Contractor at the following rate per month for months in which at least one Client received services as described in Exhibit A, Part 1:

Program Costs:	\$5,377.78
Administrative Costs:	\$733.33
Total NTE:	\$6,111.11

Self Sufficiency will not make payment to Contractor for months in which services were not provided to JOBS eligible Clients.

(a) Contractor shall invoice **Self Sufficiency** for actual expenditures for Support Service payments. Reimbursement of all Support Service Payment costs shall not exceed a total of **\$5,000.00**. ODHS reserves the right to review and approve all costs for which Contractor requests reimbursement.

- (b) The Not to Exceed amount for **Self Sufficiency** expenditures is as follows:

- Program Costs: \$48,400
- Administrative Costs: \$6,600
- Support Service Funds: \$5,000
- Total NTE: \$60,000

- b.** Contractor Invoice, Completion and Submission will have the following language and links:

- (1) **Child Welfare Services**

- (a) Contractor shall submit billings on the approved ODHS invoice form located at: <https://apps.state.or.us/Forms/Served/ce0846.xlsm>. Instructions and requirements for completion and submission of an invoice are included on the third tab of the Excel invoice document. Invoices must be submitted with all fields properly populated.
- (b) Child Welfare Invoices shall be submitted to the following email: marion.ContractInvoices@dhsosha.state.or.us
- (c) Payment will be made by ODHS to the Contractor monthly on or after the first of each month following the month in which services were performed, subject to receipt and approval by ODHS of the Contractor's invoice and any required reporting as defined in the Statement of Work for this Contract

- (2) **Self Sufficiency Services**

- (a) Contractor shall submit billings by the 10th of the month following services on the Self Sufficiency approved form to the ODHS Contract Administrator or designee. The ODHS Contract Administrator will provide a copy of the invoice after execution of this Contract.
- (b) Payment will be made by ODHS to the Contractor monthly on or after the first of each month following the month in which services were performed, subject to the receipt and approval by ODHS of the Contractor's invoice and any reporting as defined in the Statement of Work for this Contract. For questions regarding payments please contact the ODHS Contract Administrator.

- c.** Contractor shall report Performance-based Contract outcomes on the invoice form upon invoicing for final service for Client Family as required in Section 9 and 10 of Exhibit A, Part 1.

- 2. Travel and Other Expenses.** ODHS will not reimburse Contractor for any travel or additional expenses under this Contract.

EXHIBIT A

Part 3 Special Provisions

1. Confidentiality of Client Information.

- a.** All information as to personal facts and circumstances obtained by County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b.** The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c.** ODHS, County and any subcontractor will share information as necessary to effectively serve ODHS clients.

2. Amendments.

- a.** ODHS reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) ODHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on ODHS' satisfaction with performance of the work or services provided by County under this Agreement.
 - (2) ODHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if ODHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b.** ODHS further reserves the right to amend the Statement of Work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.
- c.** Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications.

Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 “Amendments” of this Agreement.

3. County Requirements to Report Abuse of Certain Classes of Persons.

- a.** County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
Children (ORS 419B.005 through 419B.045);
- b.** County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c.** County shall immediately report suspected child abuse, neglect or threat of harm to ODHS’ Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, County shall notify the referring ODHS caseworker within 24 hours. County shall immediately contact the local ODHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d.** If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person’s age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Background Checks Employees and Volunteers.

- a.** The Contractor shall ensure that all employees, volunteers and subcontractors who perform services under this Contract, or who have access to any information about clients served under this Contract, are approved by the Agency’s Background Check Unit in accordance with Oregon Administrative Rules (OAR) 407-007-0200 through 407-007-0370.
- b.** In addition to potentially disqualifying conditions under OAR 407-007-0290, all employees, volunteers, and subcontractors who perform services under this Contract are subject to OAR 407-007-0290(11)(b).
- c.** An employee, volunteer, or subcontractor may be hired on a preliminary basis, in accordance with the requirements and limits described in OAR 407-007-0315, prior to final approval by the Agency’s Background Check Unit. An employee, volunteer,

or subcontractor hired on a preliminary basis shall not have unsupervised contact with individuals receiving services under this Contract and shall only participate in the limited activities described in OAR 407-007-0315. An employee, volunteer, or subcontractor hired on a preliminary basis must be actively supervised at all times as described in OAR 407-007-0315.

- d. Any current employee hired for a new position with the Contractor to perform services under this Contract, or any current employee, volunteer, or subcontractor who will have access to any information about clients served under this Contract must be approved by the Agency's Background Check Unit at the time the employee, volunteer, or subcontractor accepts the new position or Work. Notwithstanding the requirements of paragraph c. of this Section, a current employee or volunteer who accepts a new position with the Contractor to perform services under this Contract, may be hired for the new position on a preliminary basis without active supervision in accordance with the limits and requirements described in OAR 407-007-0315.
 - e. There are only two possible fitness determination outcomes of a background check: approval or denial. If the employee, volunteer, or subcontractor is denied, she or he may not have contact with Agency clients under this Contract and may not have access to information about Agency clients. Employees, volunteers, or subcontractors who are denied do have the right to contest the denial. The process for contesting a denial is described in OAR 407-007-0330.
 - f. For purposes of compliance with OAR 407-007-0200 through 407-007-0370, the Contractor is a "Qualified Entity", as that term is defined in OAR 407-007-0210, and must comply with all the provisions pertaining to Qualified Entities contained in OAR 407-007-0200 through 407-007-0370.
 - g. The criminal records check procedures listed above also apply to Contractor, its owners, managers, and board members regardless if any individual has access to Agency clients, client information or client funds. Contractor shall establish a personal personnel file and place each criminal records check in named file for possibility of future Agency review and shall be maintained pursuant to Exhibit B, "Standard Terms and Conditions", Section 14, "Records, Maintenance, Access."
5. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
6. **Media Disclosure.** County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the ODHS office that referred the child or family. County will make immediate contact with the ODHS office when media contact occurs. The ODHS office will assist County with an appropriate follow-up response for the media.
7. **Nondiscrimination.** County must provide services to ODHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and ODHS, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or ODHS to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by

County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. ODHS represents and warrants as follows:

- (1) Organization and Authority. ODHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by ODHS of this Agreement (a) have been duly authorized by all necessary action by ODHS and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which ODHS is a party or by which ODHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by ODHS of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by ODHS and constitutes a legal, valid and binding obligation of ODHS, enforceable in accordance with its terms subject to the laws of bankruptcy,

insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. **Funds Available and Authorized Clause.**

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon ODHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. ODHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by ODHS. In the event that EFT information changes or County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, County shall provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from County.

- 6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and ODHS, result in payments to County to which County is not entitled, ODHS, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify ODHS that it wishes to engage in dispute resolution in accordance with Section 18 of this Agreement.

7. **Ownership of Intellectual Property.**

- a. **Definitions.** As used in this Section 7 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- (1) “County Intellectual Property” means any intellectual property owned by County and developed independently from the Work.
 - (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than ODHS or County.
 - b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, ODHS will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that County owns, County grants to ODHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 7.b.(1) on ODHS’ behalf, and (3) sublicense to third parties the rights set forth in Section 7.b.(1).
 - c.** If state or federal law requires that ODHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that ODHS or the United States own the intellectual property, then County shall execute such further documents and instruments as ODHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or ODHS. To the extent that ODHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, ODHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
 - d.** County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as ODHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
- 8. County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:
- a.** County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - b.** Any representation, warranty or statement made by County herein or in any documents or reports relied upon by ODHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
 - c.** County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency,

reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

9. **ODHS Default.** ODHS shall be in default under this Agreement upon the occurrence of any of the following events:

- a. ODHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by ODHS herein or in any documents or reports relied upon by County to measure performance by ODHS is untrue in any material respect when made.

10. **Termination.**

a. **County Termination.** County may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to ODHS;
- (2) Upon 45 days advance written notice to ODHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon 30 days advance written notice to ODHS, if ODHS is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to ODHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. **ODHS Termination.** ODHS may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if ODHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of ODHS under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, ODHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces ODHS' legislative authorization for expenditure of funds to such a degree that ODHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that ODHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as ODHS may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
- (6) Immediately upon written notice to County, if ODHS determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

11. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement, ODHS shall have no further obligation to pay County under this Agreement.

(2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

b. Obligations and Liabilities. Notwithstanding Section 11.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

12. Limitation of Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

13. Insurance. County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

14. Records Maintenance; Access. County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that ODHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

15. Information Privacy/Security/Access. If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any ODHS computer system or other ODHS Information Asset for which ODHS imposes security requirements, and ODHS grants County or its subcontractor(s) access to such ODHS Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

16. Force Majeure. Neither ODHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of ODHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this

Agreement. ODHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

17. Assignment of Agreement, Successors in Interest.

- a. County shall not assign or transfer its interest in this Agreement without prior written approval of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as ODHS may deem necessary. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in the Agreement.
- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

19. Subcontracts. County shall not enter into any subcontracts for any of the Work required by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that ODHS will receive the benefit of subcontractor performance as if the subcontractor were County with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. ODHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.

20. No Third Party Beneficiaries. ODHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of ODHS to assist and enable ODHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

21. Amendments. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, approved by the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

22. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

23. Survival. Sections 1, 4, 5, 6, 7, 10, 12, 13, 14, 15, 18, 20, 21, 22, 23, 24, 25, 26, 27, and 28 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement

expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County 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 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 forgoing, 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
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

25. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
26. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
27. **Contribution.** 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.

With respect to a Third Party Claim for which the State is jointly liable with County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments,

finer or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which County is jointly liable with the State (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 28. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 29. Stop-Work Order.** ODHS may, at any time, by written notice to County, require County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, ODHS shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 10. Termination.

If the Stop Work Order is canceled, ODHS may, after receiving and evaluating a request by County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

Subcontractor Insurance Requirements

Agency shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: (i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractors perform under contracts between Agency and the Contractors (the "Subcontracts"), and (ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Agency shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Agency shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Agency shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Agency permit a Contractor to work under a Subcontract when the Agency is aware that the Contractor is not in compliance with the insurance requirements. As used in this Section, a "first tier" Contractor is a Contractor with which the Agency directly enters into a Subcontract. It does not include a subcontractor with which the Contractor enters into a contract.

TYPES AND AMOUNTS

- 1. Workers' Compensation & Employers' Liability.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.
- 2. Commercial General Liability:** **Required**
Commercial General Liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Subcontract, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit must not be less than \$3,000,000.00.

3. **Automobile Liability:** **Required** **Not required**
Automobile Liability Insurance covering Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 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.

4. **Professional Liability:** **Required** **Not required**

5. **Network Security and Privacy Liability:** **Required** **Not required**

6. **Pollution Liability:** **Required** **Not required**

7. **Excess/Umbrella Insurance.** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

8. **Additional Coverage Requirements.** Contractor’s insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

9. **Additional Insured.** All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under this Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

10. **Waiver of Subrogation.** Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor’s insurer(s).

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

(i) Contractor’s completion and Agency’s acceptance of all services required under this Subcontract, or

(ii) Agency’s or Contractor’s termination of this Subcontract, or

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

- 12. Certificate(s) and Proof of Insurance.** Agency shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any goods and performing any services required under this Subcontract. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Subcontract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Subcontract.
- 13. Notice of Change or Cancellation.** The Contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- 14. Insurance Requirement Review.** Contractor agrees to periodic review of insurance requirements by Agency under this Subcontract and to provide updated requirements as mutually agreed upon by Contractor and Agency.
- 15. State Acceptance.** All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency'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, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) 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 Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County 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 Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f.** No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.**
- a.** County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b.** If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If County expends less than \$750,000 in a federal 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.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
10. **Reserved.**
11. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **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 Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. County agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement 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 agreement under a grant or subgrant.
14. **Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.