

November 30, 2023

Board of County Commissioners
Clackamas County

Approval of Revenue Intergovernmental Grant Agreement with the Oregon Department of Human Services for the Senior Medicare Patrol Grant for Medicare consumer education. Agreement value is \$18,500 for 1 year. Funding is through the US Department of Health and Human Services and \$1,605 in budgeted County General Funds.

Previous Board Action/Review	Briefed at Issues – 11/28/23		
Performance Clackamas	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy, and secure communities by addressing the needs of older adults in the community.		
Counsel Review	No	Procurement Review	No
Contact Person	Brenda Durbin, Director	Contact Phone	503-655-8641

EXECUTIVE SUMMARY: The Social Services Division of Health, Housing and Human Services requests approval of a revenue grant agreement with the Oregon Department of Health and Human Services, in partnership with the Senior Health Insurance Benefits Assistance (SHIBA) program for the Senior Medicare Patrol (SMP) State Project Grant for Medicare consumer education. SHIBA is designed to educate seniors and other Medicare recipients about their rights, resources, and needs relating to Medicare and additional health insurance. These services are invaluable to our seniors and disabled citizens and provide a much-needed resource for our vulnerable populations.

During Fiscal Year 2022-23, 305 Medicare beneficiaries were educated about Medicare Fraud Prevention during individual counseling sessions conducted by 23 certified SHIBA counselors. During that same period, Clackamas County participated in 20 outreach events featuring Medicare fraud prevention education and materials, reaching 362 additional individuals. To commemorate Medicare Fraud Prevention Week (June 4-10, 2023), Clackamas County held an

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Healthy Families. Strong Communities.

event at the Milwaukie Center that included a presentation, information table, and a shred truck (community members drove through and dropped off up to two bankers boxes of materials to be shredded, filling 10 large shred bins).

RECOMMENDATION: Staff recommends the Board of County Commissioners approve this agreement and authorize Tootie Smilth, Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Director of Health, Housing & Human Services



Grant Agreement Number 180655

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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

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

**Clackamas County Acting by and through its
Health, Housing and Human Services Department, Social Services Division
2051 Kaen Road, POB 2950
Oregon City, Oregon 97045
Attention: Tonia Hunt
Telephone: 503.310.1647
E-mail address: THunt@clackamas.us**

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

The program to be supported under this Agreement relates principally to the ODHS’

**Aging and People with Disabilities
Community Services and Supports Unit
500 Summer Street NE, E-12
Salem, Oregon 97301
Agreement Administrator: Ryan Kibby or delegate
Telephone: 503.510.3988
E-mail address: ryan.e.kibby@odhs.oregon.gov**

1. **Effective Date and Duration.** This Agreement, when fully executed by every party, shall become effective on **June 1, 2023**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **May 31, 2028**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. **Agreement Documents.**

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Disbursement and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Reserved
- (8) Exhibit F: Information Required by 2 CFR 200.332(a)(1)
- (9) Attachment 1: SMP Request for Reimbursement Form

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

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, C, F, and Attachment 1.

3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$18,500.00**, based on Year 1 (6/1/23-5/31/24) budget only. ODHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. ODHS will disburse the grant to Recipient as described in Exhibit A.

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

Recipient is a subrecipient Recipient is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.048.

5. Recipient Information and Certification.

- a. Recipient Information.** Recipient shall provide the information set forth below.
PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

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

Clackamas, County of

Street address: _____ 2051 Kaen Road _____

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

Email address: _____ FinanceGrants@Clackamas.us _____

Telephone: _____ (503) 742-5400 _____ Fax: _____ (503) 742-5401 _____

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

Workers' Compensation Insurance Company: _____ County is self-insured _____

Policy #: _____ Expiration Date: _____

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

- (1) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient 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 the Recipient;
- (2) The information shown in Section 5.a. "Recipient Information", is Recipient's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) Recipient and Recipient's employees and agents connected with the program(s) funded with this grant are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

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

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

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

Clackamas County Acting by and through its Health, Housing and Human Services Department, Social Services Division

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)

Oregon Department of Justice	Date
Approved for Legal Sufficiency:	11/13/2023
Clackamas County Counsel	Date

EXHIBIT A, Part 1 Program Description

A. Purpose

The Community Services and Supports Unit (CSSU) within the Oregon Department of Human Services (ODHS) Office of Aging and People with Disabilities (APD), in **partnership** with Oregon SHIBA (Senior Health Insurance Benefits Assistance) sponsors (Recipient), over the course of the next five-years, will expand and maintain a coordinated Senior Medicare Patrol (SMP) that builds on the existing infrastructure of the statewide Oregon SMP, hereinafter referred to as Project. The **goal** of this Project is to educate beneficiaries about the economic and health-related consequences of Medicare fraud, errors, and abuse.

The **objectives** are: 1) to provide group education and one-on-one assistance to Medicare beneficiaries on a statewide basis, with a specific emphasis on those with greatest need; 2) to recruit, train, and retain a diverse, sufficient, effective, and representative workforce equipped to provide high quality education and one-on-one support; 3) to monitor and assess SMP results through operational and quality measures; 4) and to position SMP to nimbly and effectively respond to changes in the programmatic landscape.

The anticipated **outcome** is a two percent annual increase in the number of individuals reached through SMP individual interactions and outreach and education events. The expected **products** include SMP outreach and education materials such as brochures and health care trackers.

B. Desired Outcomes

This Project aims to share SMP information with more Oregonians through outreach, counseling, and education in each of the next five years. By educating beneficiaries, their caregivers, and their families about the steps they can take to avoid becoming victims of Medicare fraud, errors, and abuse, the SMP helps protect those individuals from the economic and health-related consequences of these problems, as well as preserve Medicare funds for legitimate health care needs.

Objectives for this Project are:

- 1) Provide group education and one-on-one assistance to Medicare beneficiaries on a statewide basis, with a specific emphasis on those with greatest need.
- 2) Recruit, train, and retain a diverse, sufficient, effective, and representative workforce equipped to provide high quality education and one-on-one support.
- 3) Monitor and assess SMP results through operational and quality measures.
- 4) Position SMP to nimbly and effectively respond to changes in the programmatic landscape.

Oregon's total Medicare population increased by an average of 2.8 percent annually between 2017 and 2021. To keep up with this increase in the Medicare population, while also considering the limitations of the SMP volunteer network, the Oregon SMP aims to increase the total number reached through individual interactions and outreach and education events by two percent each year.

The preliminary 2022 Office of Inspector General report shows that the Oregon SMP reached 12,390 individuals through group outreach and education events (Performance Measure (PM) 4) and conducted 3,677 individual interactions with, or on behalf of, Medicare beneficiaries (PM 5).

The outcome established for this Project is to increase by two percent annually the total number of individuals reached through outreach and education events and individual interactions. The baseline performance level will be the combined values of PM 4 and PM 5 from the 2022 OIG report.

The Oregon SMP has a history of reaching diverse audiences through its established partnerships. The Oregon SHIBA program assists Medicare beneficiaries across the state, including in rural areas, as they navigate the complex world of health insurance. SMP team members within the SHIBA program have extensive Medicare knowledge and experience, and as such they are ideally positioned to assist with SMP individual interactions, including complex interactions.

Educating consumers about the magnitude of Medicare fraud and teaching them to detect and report their concerns reduces the likelihood that they will become victims in the future and ensures that they know SMP is available to help if they are unable to report suspected Medicare fraud or abuse on their own.

C. Allowable Activities

1. Provide group education and one-on-one assistance to Medicare beneficiaries on a statewide basis, with a specific emphasis on those with greatest need.
 - a. One-on-one assistance shall be provided to Oregonians in-person, by phone, online, and through mail and email. Since the onset of COVID-19 in 2020, many group education events and individual interactions have taken place virtually to protect the safety of beneficiaries and SMP team members. However, as the risk of severe illness decreases and restrictions on in-person gatherings are lifted, face-to-face interactions will continue to become more common. The Oregon SMP acknowledges that some individuals prefer in-person contacts but has also learned during the COVID-19 pandemic that offering services virtually can reduce barriers to accessing the SMP, allowing interaction with those who may have otherwise been unable to connect with the program. Individuals with the greatest need include those experiencing geographic or social isolation, those with limited English proficiency, and those with disabilities. Utilizing a hybrid approach to providing SMP services both in-person and virtually, and by partnering with organizations that serve individuals experiencing the characteristics mentioned above, the Oregon SMP seeks to overcome barriers to accessing services. Some inquiries received by email can be addressed with an email reply, but in cases where personal information must be shared, the Recipient shall request that the information be provided in-person, by fax, or by postal mail to protect personal information from inappropriate disclosure.
 - b. The Recipient shall use established SHIBA contacts in their service areas where group education events can effectively educate beneficiaries to prevent, detect,

and report Medicare fraud, errors, and abuse. The locations range from senior centers to libraries and licensed residential care facilities, depending on the intended audience. By leveraging the outreach mechanisms through Recipient's contacts, the Oregon SMP has the capacity to deliver SMP services to a diverse audience of Medicare beneficiaries in each county of the state.

The Project will continue using SMP outreach and education materials from the National SMP Resource Center to provide accurate and timely information to beneficiaries. The Oregon SMP remains committed to diversity, equity, and inclusion and will target outreach and engagement efforts to increase equitable access for all Oregonians. Outreach materials will be made available in alternative languages whenever possible to ensure those with the greatest need may access important SMP information.

2. Recruit, train, and retain a diverse, sufficient, effective, and representative workforce equipped to provide high quality education and one-on-one support.
 - a. Recipient team members shall be trained in all levels of SMP roles, from distributing information to handling complex interactions, but at a minimum all team members shall complete the SMP Foundations training. Any team member may complete advanced SMP training to take on other roles if their interests and qualifications align with the requirements for the desired SMP role.

Oregon shall follow the Volunteer Risk and Program Management (VRPM) policies related to team member management as well as the Administration for Community Living (ACL) Conflict of Interest guidance for the State Health Insurance Assistance Program (SHIP), SMP, and Medicare Improvements for Patients and Providers (MIPPA) programs. In general, SMP team members with SHIBA will hold more advanced SMP roles including positions of trust.

ODHS requires Recipient team members to complete official training offered through the SMP Resource Library. The training ensures that each Recipient team member thoroughly understands the mission of the SMP, the expectations and limitations of their SMP activities, common issues to watch for when interacting with beneficiaries, and how to perform SMP work in a culturally appropriate manner accessible to all Oregonians.

Recipient team members receive direct supervision and ongoing support from the SMP coordinator at their agency. The SMP coordinator is the team member's first point of contact when they have questions or concerns about SMP, and it's the coordinator who provides training and technical support when needed or requested. The Oregon SMP project director provides ongoing guidance and support to the SMP coordinators in all aspects of program operations.

3. Monitor and assess SMP results through operational and quality measures.
 - a. The Oregon SMP utilizes the SMP Information and Reporting System (SIRS) to collect, track, assess, and measure SMP performance data. All SMP activities, including individual interactions with beneficiaries, group education and outreach

events, media education and outreach events, and SMP team member activities are recorded in SIRS on a monthly basis. The Oregon SMP project director works closely with Recipient to ensure that the data reflected in the annual U.S. Department of Health & Human Services Office of the Inspector General (HHS-OIG) report is complete and accurate.

4. Special Target Populations

- a. The Oregon SMP has a history of reaching diverse audiences through its established partnerships. The Oregon SHIBA program assists Medicare beneficiaries across the state, including in rural areas, as they navigate the complex world of health insurance. SMP team members within the SHIBA program have extensive Medicare knowledge and experience, and as such they are ideally positioned to assist with SMP individual interactions, including complex interactions.

D. Performance Expectations

Goal: Educate beneficiaries about the economic and health-related consequences of Medicare fraud, errors, and abuse.

Measurable Outcome: Increase number reached through individual interactions and outreach and education events by 2% annually.

E. Project Work Plan

1. Objective 1: Provide group education and one-on-one assistance to Medicare beneficiaries on a statewide basis, with a specific emphasis on those with greatest need.
 - a. Conduct SMP individual interactions with consumers as appropriate. This includes complex interactions in cases of possible fraud or abuse.
 - b. Perform SMP information distribution activities to educate Recipient's audience and the community at large about SMP.
 - c. Provide group education to Medicare beneficiaries about how to prevent, detect, and report health care fraud.
2. Objective 2: Recruit, train, and retain a diverse, sufficient, effective, and representative workforce equipped to provide high quality education and one-on-one support.
 - a. Recruit and retain suitable SMP team members in accordance with Volunteer Risk and Program Management (VRPM) policies to support SMP outreach and education efforts. Provide ongoing supervision and technical assistance as needed.
 - b. Provide initial SMP training and refresher training to SMP team members as appropriate. Ensure SMP team members do not perform SMP roles outside of their qualifications. Document training completion for all team members.
3. Objective 3: Monitor and assess SMP results through operational and quality measures.
 - a. Record all SMP interactions and activities in the SMP data management system, SIRS.

EXHIBIT A
Part 2
Disbursement and Financial Reporting

1. Disbursement of Grant Funds.

a. During the period specified in **Section 1., “Effective Date and Duration”**, of this Agreement, ODHS will disburse to Recipient, a maximum not-to-exceed amount as specified in **Section 3., “Grant Disbursement Generally”** of this Agreement.

b. Reporting Requirements

SMP Information and Reporting System (SIRS), is used to collect, track, assess, and measure SMP performance data. Recipient shall enter in SIRS on a monthly basis all SMP activities, including individual interactions with beneficiaries, group education and outreach events, media education and outreach events, and SMP team member activities.

c. Recipient Request for Reimbursement

Recipient shall submit detailed requests for reimbursement quarterly for services provided. Requests for reimbursement shall be sent to the Oregon SMP Project Director via email at: oregon.smp@odhsoha.oregon.gov.

The request for reimbursement is due 15 days following end of each quarter as shown in Table 1 below:

Table 1

Period Ending	Request for Reimbursement Due
August 31 st	September 15 th
November 30 th	December 15 th
February 28 th	March 15 th
May 31 st	June 15 th

Request for Reimbursements must be submitted using the attached SMP Request for Reimbursement Form (**Attachment A**). The narrative progress report shall address the following questions:

- i. What was accomplished during this reporting period and how did these accomplishments help reach the Project goal and objectives?
- ii. What, if any, challenges were faced during this reporting period and what actions were taken to address these challenges?
- iii. How have the activities conducted during this reporting period helped to achieve the Project’s measurable outcome?
- iv. What was produced during the reporting period and how have these products been disseminated? Products may include articles, issue briefs, fact sheets, newsletters, survey instruments, sponsored conferences and workshops, websites, audiovisuals, and other informational resources.

EXHIBIT A
Part 3
Special Provisions

1. Amendments.

- a.** Only as approved by all federal or state entities governing the funds to be paid through this Agreement, and subject to Section 1.b. below, ODHS reserves the right to amend this Agreement for the following:
 - (1) Extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional funding associated with the extended period(s) of time; and
 - (2) Amend the Program Description for the following:
 - (a) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope that may not have been expressed in the original Agreement or previous amendments to the Agreement as authorized by all funding source documentation; or
 - (b) As necessitated by changes in the funding source(s) paid through this Agreement.
- b.** Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 20. “Amendments; Waiver; Consent” of this Agreement.

2. Background Checks.

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

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

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

3. Trafficking. Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). For the full text of the award term, go to <https://acl.gov/grants/managing-grant>.

4. The Consolidated Appropriations Act, 2023 (Public Law 117-328). The general provisions from Consolidated Appropriations Act, 2023, signed into law on December 29, 2022, apply to this award and can be found on the ACL Website: <https://acl.gov/grants/managing-grant>.

5. Salary Limitation. General Provisions under the Department of Health and Human Services Appropriations Act of 2023 (Public Law 117-328 Consolidated Appropriations Act, 2023, Division H, Title V, Section 202) include a salary rate limitation. The law limits the salary amount that may be awarded and charged to ACL grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II. The Executive Level II salary of the Federal Executive Pay scale is \$212,100. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization.

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

7. Stevens Amendment. In accordance with the Stevens Amendment, all HHS grant and cooperative agreement recipients are required to acknowledge federal funding when publicly communicating projects or program funded through HHS federal financial assistance. The following language must be used when issuing statements, press releases, requests for proposals, bid solicitations, and other ACL supported publications and forums describing projects or programs funded in whole or in part with ACL funding.

HHS Grant or Cooperative Agreement is NOT funded with other non-government sources:

“This [project/publications/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.”

HHS Grant or Cooperative Agreement IS partially funded with other non-governmental sources:

“This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funding by ACL/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.”

8. **Non-discrimination.** Recipient will administer project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age, and comply with applicable conscience protections. Recipient will comply with applicable laws that prohibit discrimination on the basis of sex, which includes discrimination on the basis of gender identity, sexual orientation, and pregnancy. Compliance with these laws require taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

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

9. **Telecommunications.** In accordance with 2 CFR 200.216, “Prohibition on certain telecommunications and video surveillance services or equipment.”

(a) As described in CFR 200.216, Recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

(1) Procure or obtain,

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

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

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

11. Mandatory Disclosures. Consistent with 45 CFR 75.113, ODHS must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Recipient must disclose, in a timely manner, in writing to ODHS and the HHS OIG, all the information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Disclosures must be sent in writing to ODHS Agreement Administrator shown on page 1 of this Agreement and to the HHS OIG at the following addresses:

Administration for Community Living
Mary E. Switzer Building
330 C Street SW

Washington, D.C. 20201

AND

U.S. Department of Health & Human Services

Office of Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator

330 Independence Avenue, SW, Cohen Building

Room 5527 Washington, DC 20201

Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or

Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

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EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between ODHS or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
2. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
3. **Independent Parties.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Grant Funds; Disbursements.**
 - a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that ODHS’ participation in this Agreement is contingent on ODHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
 - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT disbursement. Recipient shall maintain at its own expense a single financial institution or authorized disbursement agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient shall provide this designation and information on a form provided by ODHS. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any disbursement made using EFT procedures, the Recipient shall provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any disbursement under this Agreement until

receipt of the correct EFT designation and disbursement information from the Recipient.

5. **Recovery of Overpayments.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement “Unexpended Funds” must be returned to ODHS. Recipient shall return all Misexpended Funds to ODHS promptly after ODHS’ written demand and no later than 15 days after ODHS’ written demand. Recipient shall return all Unexpended Funds to ODHS within 14 days after the earlier of termination or expiration of this Agreement. ODHS, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify ODHS that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.
6. **Ownership of Work Product.** Reserved.
7. **Contribution.**
 - a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.
 - b. With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

This Section shall survive expiration or termination of this Agreement.

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

9. **Default; Remedies; Termination.**

- a. Default by Recipient. Recipient shall be in default under this Agreement if:
 - (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by ODHS to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
 - (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any

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

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

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

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by ODHS to Recipient;
- (3) initiation of an action or proceeding for damages or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and ODHS may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) ODHS' Right to Terminate at its Discretion. At its sole discretion, ODHS may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by ODHS to Recipient;
 - (b) Immediately upon written notice if ODHS fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or

- (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that ODHS' support of the program under this Agreement is prohibited or ODHS is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "ODHS Client", including any Medicaid Eligible Individual, under its care.
- (2) ODHS' Right to Terminate for Cause. In addition to any other rights and remedies ODHS may have under this Agreement, ODHS may terminate this Agreement immediately upon written notice to Recipient, or at such later date as ODHS may establish in such notice if Recipient is in default under Section 9.a.
 - (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
 - (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to ODHS all of ODHS' property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
 - (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to ODHS, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by ODHS, ODHS expressly directs otherwise.
- 10. Insurance.** All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 11. Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that ODHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final disbursement and termination of this Agreement;
 - b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
 - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.
12. **Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any ODHS computer system or other ODHS Information Asset for which ODHS imposes security requirements, and ODHS grants Recipient or its subcontractor(s) access to such ODHS Information Assets or Network and Information Systems, Recipient 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.
13. **Assignment of Agreement, Successors in Interest.**
 - a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in this Agreement.
 - b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.
14. **Resolution of Disputes.** The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.
15. **Subcontracts.** Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without ODHS’ prior written consent. In addition to any other provisions ODHS may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that ODHS will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. ODHS’ consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.
16. **No Third Party Beneficiaries.** ODHS and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

17. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.
18. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

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

This Section shall survive expiration or termination of this Agreement.

19. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
20. **Amendments; Waiver; Consent.** ODHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.
21. **Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.

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

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EXHIBIT C

Subcontractor Insurance Requirements

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

Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient 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 Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this Exhibit C, a "first-tier" contractor is a contractor with which the Recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract. If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, ODHS requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION & 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.

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

COMMERCIAL GENERAL LIABILITY:

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

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

PROFESSIONAL LIABILITY:

Required **Not required**

Contractor shall provide Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 annual aggregate limit.

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

NETWORK SECURITY AND PRIVACY LIABILITY:

Required **Not required**

Contractor shall provide Network Security and Privacy Liability insurance for the duration of the Agreement and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to ODHS or client data, whichever is longer, with a combined single limit of no less than \$1,000,000.00 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of ODHS or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of ODHS data.

POLLUTION LIABILITY:

Required **Not required**

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

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

EXCESS/UMBRELLA INSURANCE:

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

If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

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

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution 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 activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance 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 the Agreement, for a minimum of 24 months following the later of:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by ODHS under this agreement and to provide updated requirements as mutually agreed upon by Contractor and ODHS.

STATE ACCEPTANCE:

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

EXHIBIT D

Federal Terms and Conditions

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

- 1. Miscellaneous Federal Provisions.** Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all

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

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

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

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

9. **Pro-Children Act.** Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).
10. **Medicaid Services.** Reserved.
11. **Agency-based Voter Registration.** If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosures.** Reserved.
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
14. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally

describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

- b. Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.
- 15. Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

EXHIBIT F

Information Required by 2 CFR § 200.332(a)(1)*

Federal Award Identification:

1. Subrecipient* Name (which must match the name associated with 2. below): Clackamas County acting by and through its Health, Housing and Human Services Department, Social Services Division
2. Subrecipient's Unique Entity Identifier (UEI): X8YVLH4AUKA7
3. Federal Award Identification Number (FAIN): 90MPPG0091
4. Federal Award Date: May 25,2023
5. Sub-award Period of Performance Start and End Date: From 06/01/2023 to 05/31/2028
6. Total Amount of Federal Funds Obligated by this Agreement: \$18,500.00
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement*: \$18,500.00
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$18,500.00.
9. Federal award project description: Oregon Senior Medicare Patrol (SMP) State Project Grant
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: Department of Health and Human Services, Administration for Community Living
 - (b) Name of pass-through entity: Oregon Department of Human Services (ODHS)
 - (c) Contact information for awarding official of the pass-through entity: Ryan Kibby, Program Analyst; ryan.e.kibby@odhs.oregon.gov; 503.510.3988
11. CFDA Number and Name: 93.048
Amount: \$508,227.00
12. Is Award Research and Development? Yes No
13. Indirect cost rate for the Federal award: 15%

*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to ODHS.

ATTACHMENT 1

SMP REQUEST FOR REIMBURSEMENT FORM

Year ___ of 5 (June 1, 20___ - May 31, 20___)

- Quarter 1: June 1 - August 31 (due by September 15)
- Quarter 2: September 1 - November 30 (due by December 15)
- Quarter 3: December 1 - February 28 (due by March 15)
- Quarter 4: March 1 - May 31 (due by June 15)

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

Required Information

SHIBA Sponsor Payee Name: _____
 Street Address/PO Box/Electronic payment: _____
 City, State, ZIP: _____
 Federal Employer Identification Number: _____

Summary of Expenditures:

Provide a detail of expenditures for the reimbursement period.

Object Class Category	Federal Funds	Detail
Salaries and Wages		
Fringe Benefits		
Equipment		
Supplies		
Travel		
Other		
Contractual		
Indirect		
TOTAL		

I certify that the information reported above is accurate to the best of my knowledge.

Signature: _____ Date: _____

Briefly respond to the following questions:

1. What was accomplished during this reporting period and how did these accomplishments help reach the Project goal and objectives?
2. What, if any, challenges were faced during this reporting period and what actions were taken to address these challenges?
3. How have the activities conducted during this reporting period helped to achieve the Project's measurable outcome?
4. What was produced during the reporting period and how have these products been disseminated? Products may include articles, issue briefs, fact sheets, newsletters, survey instruments, sponsored conferences and workshops, websites, audiovisuals, and other informational resources.

Please sign, scan and email your completed reimbursement request form to the Oregon SMP Project Director at oregon.smp@odhsoha.oregon.gov.