

February 1, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Revenue Intergovernmental Grant Agreement with the Oregon Department of Human Services for Older Americans Act and Oregon Project Independence Programs. Agreement value is \$8,162,820 for two years. Funding is through the US Department of Health and Human Services, Oregon Department of Human Services, with matching funds of \$261,628 in budgeted County General Funds.

Previous Board Action/Review	Briefed at Issues – 1/30/2024		
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	Yes	Procurement Review	No
Contact Person	Brenda Durbin, Director	Contact Phone	503-655-8641

EXECUTIVE SUMMARY: The Social Services Division of the Health, Housing and Human Services requests approval of the Subrecipient Intergovernmental Grant Agreement #181171-0 with the State of Oregon, Dept. of Human Services, Aging and People with Disabilities, Community Services and Supports. This agreement provides grant funding in fiscal years 2024 and 2025 for the Social Services Division to administer the Older Americans Act (OAA) and Oregon Project Independence (OPI) funded services to support services for persons 60 and over living in Clackamas County.

The OAA and OPI-funded services include nutrition programs, evidence-based health promotion activities, family caregiver support, transportation, case management, information and referral activities, and in-home services. These services link residents with resources to meet their individual needs, helping them to remain independent and active in their communities for as long as possible. In the prior fiscal year, nearly 300,000 meals were provided to older adults in Clackamas County through the County’s senior center network. The majority of these meals were delivered to homebound seniors. In addition, 5,000 hours of respite services were provided for family caregivers, and County senior centers and the Aging & Disability Resource Center answered 6,900 calls for information and assistance.

For Filing Use Only

RECOMMENDATION: Staff respectfully recommends that the Board of County Commissioners approve this

Intergovernmental Grant Agreement and authorize the Chair Smith to sign on behalf of the County.

Respectfully submitted,

Rodney A. Cook

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

Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

If renewal, complete sections 1, 2 & 4 only. If direct appropriation, complete page 1 and Dept/Finance signatures only.

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

CONCEPTION

Section I: Funding Opportunity Information - To Be Completed by Requester

Award type: Direct Appropriation (no application) Subrecipient Award Direct Award

Award Renewal? Yes No

Lead Fund # and Department:	H3S - Social Services
Name of Funding Opportunity:	Older Americans Act & Oregon Project Independence

Funding Source: Federal – Direct Federal – Pass through State Local

Requestor Information: (Name of staff initiating form)	Tonia Hunt
Requestor Contact Information:	thunt@clackamas.us
Department Fiscal Representative:	Doug Green
Program Name & Prior Project #: (please specify)	multiple

Brief Description of Project:

Area Agency on Aging (AAA) agrees to provide services consistent with the purposes, conditions, and restrictions of:
 a. ORS 410.210 through 410.250 under which AAA receives funding as applicable to Type A AAAs and ORS 410.270 through 410.300 applicable to Type B agencies.
 b. Title III and Title VII of the Older Americans Act of 1965, Pub.L. 89-73, (79 Stat. 218), approved July 14, 1965, as amended ("Older Americans Act") and 45 CFR Part 1321 (Older Americans Act and 45 CFR Part 1321 collectively "OAA").
 c. Oregon Project Independence ("OPI") program as set out in ORS Chapter 410 and OAR Chapter 411, Division 032.
 d. Legislatively Special Purpose Allocation funding as appropriated to support programs to serve individuals with long-term services and supports regardless of eligibility

Name of Funding Agency: Administration for Community Living (ACL) / Oregon Department of Human Services

Notification of Funding Opportunity Web Address: <https://acl.gov>

OR

Application Packet Attached: Yes No

Completed By: Tonia Hunt Date: 11/1/2023

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep

Competitive Application Non-Competing Application Other

Assistance Listing Number (ALN), if applicable:	93.044; 93.045; 93.043; 93.052; 93.041; 93.053; 21.027; 93.778	Funding Agency Award Notification Date:	6/29/23
Announcement Date:	NA	Announcement/Opportunity #:	NA
Grant Category/Title	OAA / OPI	Funding Amount Requested:	\$8,162,820
Allows Indirect/Rate:	No	Match Requirement:	10% of federal expenditures for 93.044, 93.045; 25% of federal expend
Application Deadline:	NA	Total Project Cost:	\$8,608,935
Award Start Date:	7/1/2023	Other Deadlines and Description:	NA
Award End Date:	6/30/2025		
Completed By:	Tonia Hunt	Program Income Requirements:	Program income resulting from federal programs must be used to expan
Pre-Application Meeting Schedule:			

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

Majority of required match is provided by subrecipient community providers including Clackamas County senior centers.

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

\$261,628

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

\$0

In the next section, limit answers to space available.

Section III: Funding Opportunity Information - To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. *How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?*

2. *Who, if any, are the community partners who might be better suited to perform this work?*

3. *What are the objectives of this funding opportunity? How will we meet these objectives?*

4. *Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?*

Organizational Capacity:

1. *Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?*

2. *Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?*

3. *If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?*

4. *If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?*

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

Fiscal

1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list all funding sources and amounts.

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

Other information necessary to understand this award, if any.

Program Approval:

Tonia Hunt

11/1/23

Tonia Hunt

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)

Brenda Durbin	11/2/23	<i>Brenda Durbin</i>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

Denise Swanson	Jan 16, 2024	<i>Denise Swanson</i> Denise Swanson (Jan 16, 2024 08:34 PST)
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION

Elizabeth Comfort	Jan 16, 2024	<i>Elizabeth Comfort</i>
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL **WHEN NEEDED FOR DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY**

Name (Typed/Printed)	Date	Signature
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Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications up to and including \$150,000 email form to Tracy Moreland at TracyMor@clackamas.us for Gary Schmidt's approval.

For applications \$150,000 and above, email form with Staff Report to the Clerk to the Board at ClerktotheBoard@clackamas.us to be brought to the consent agenda.

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department at
and
Grants Manager at financegrants@clackamas.us
when fully approved.

Department: keep original with your grant file.



Grant Agreement Number 181171

**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 Social Services Division
Attention: Teresa Christopherson, Administrative Services Manager
PO Box 2950; 2051 Kaen Road
Oregon City, Oregon 97045
Telephone: 503-650-5718
Facsimile: 503-655-8889
E-mail address: teresachr@clackamas.us; jbutler@clackamas.us
ADS-ContractBilling@clackamas.us; thunt@clackamas.us**

hereinafter referred to as “Recipient” or “AAA” interchangeably.

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

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

1. **Effective Date and Duration.** This Agreement shall become effective on the last date all required signatures in Section 6., below have been obtained. Recipient’s performance of the program described in Exhibit A, Part 1, “Program Description” may start on **July 1, 2023**, shall be governed by the terms and conditions herein, and for such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, “Disbursement and Financial Reporting”. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2025**. Agreement termination shall not extinguish or prejudice ODHS’ right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. **Agreement Documents.**

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Disbursement and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Information Required by 2 CFR 200.332(a)(1)
- (8) Exhibit F: Privacy and Security Agreement
- (9) Exhibit F-1: Third Party Information System Access Request

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, E, B, A, C, F, and F-1.

3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$8,162,820.00**. ODHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. ODHS will disburse the grant to Recipient as described in Exhibit A.

4. **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: **93.041, 93.043, 93.044, 93.045, 93.052, 93.053, and 93.778**

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: _____ () _____

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, Recipient's employees, and Recipient's agents connected with the program(s) funded with this Agreement or engaged in the performance of work under this Agreement 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
Clackamas County Social Services Division**

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:

Approved via e-mail by Nathan Karman, Assistant Attorney General
Oregon Department of Justice

November 30, 2023
Date

Recipient:

Approved for Legal Sufficiency:



Clackamas County Counsel

01/10/2024
Date

EXHIBIT A

Part 1 Program Description

1. **Services to be Provided.** Area Agency on Aging (AAA) agrees to provide services consistent with the purposes, conditions, and restrictions of:
 - a. ORS 410.210 through 410.250 under which an area agency on aging receives funding as applicable to Type A agencies and ORS 410.270 through 410.300 applicable to Type B agencies;
 - b. Title III and Title VII of the Older Americans Act of 1965, Pub. L. 89-73, (79 Stat. 218), approved July 14, 1965, as amended (“Older Americans Act”) and 45 CFR Part 1321 (Older Americans Act and 45 CFR Part 1321 collectively “OAA”);
 - c. Oregon Project Independence (“OPI”) program as set out in ORS Chapter 410 and OAR Chapter 411, Division 032;
 - d. Legislatively Special Purpose Allocation funding as appropriated to support programs to serve individuals with long-term services and supports regardless of eligibility for entitlement programs; and
 - e. Oregon Project Independence – Medicaid (OPI-M) and Family Caregiver Assistance Program (FCAP) as set out in Oregon Administrative Rules (OAR) and Program Standards (both forthcoming). This will be a new 1115 Medicaid demonstrative waiver program and initial funding for this program will provide the Recipient initial funds to hire, train, and prepare staff for the implementation of this program. Recipient may also use this funding for ongoing case management.
2. **Area Plan.** AAA shall submit for approval to ODHS, as instructed, a comprehensive and coordinated four-year service delivery plan (hereafter referred to as the “Area Plan”). The Area Plan will be developed in accordance with Section 306 of the Older Americans Act and OAR 411-032-0005. AAA shall annually submit upon direction of ODHS an electronically updated Area Plan. The ODHS approved Area Plan will be held on file with the ODHS Community Services and Supports Unit. Request for the Area Plan and subsequent updates will be announced through established ODHS Action Request procedure. No funds will be authorized for use by AAA without submission and approval of the Area Plan.
3. **Program Reporting Requirements.** AAA shall collect and report National Aging Program Information System (“NAPIS”) data as directed by ODHS for all OAA and OPI services provided, using ODHS provided software or a ODHS approved alternative collection and reporting method. AAA shall at a minimum reconcile reported service data to reported expenditures by end of business day on October 31st of each year. Request for said data will be announced using ODHS Action Request procedure.
4. **Program Monitoring.** ODHS will conduct periodic monitoring and evaluation of performance management system for program activities and administrative practices

conducted in accordance with Section 307(a)(4) of the Older Americans Act and OAR 411-032-0015; Oregon Project Independence, OAR Chapter 411, Division 032; and Area Agency on Aging, ORS 410.210 through 410.300:

- a. AAA agrees to participate with ODHS to develop a performance management framework to include objectives and metrics based on adherence to program standards as demonstrated through self-monitoring.
- b. AAA agrees to report progress towards these objectives and metrics utilizing agreed upon format and intervals.
- c. ODHS agrees to notify AAA in writing of intent to conduct onsite evaluation of reported performance management data and AAA agrees to provide ODHS access to its facility(ies) and staff, all related program and fiscal documentation, AAA's subrecipient reports and any other related documentation to substantiate performance management reporting data.

5. Management Control Functions.

- a. **Criminal Records and Abuse Checks.** AAA agrees to utilize the ODHS ORCHARDS (Oregon Criminal History and Abuse Records Data System) to meet provider requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181A.195 through 181A.200 and ORS 443.004. Subject individuals are employees of the AAA; volunteers of AAA; employees, and volunteers of AAA's subcontractors and direct care providers of consumers for which AAA provides service authorization. The process for a AAA employee's removal from service or dismissal shall adhere to AAA dismissal policies and collective bargaining agreements, as applicable, to discharge an employee. AAA shall provide ODHS with copy of their local background check policy so that ODHS may monitor to ensure state requirements are consistently included.
- b. **Mandatory Reporting of Elder Abuse.** AAA shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the AAA as well as sub-contractor employees, volunteers and direct care providers for consumers for whom the AAA provides service authorization.
- c. **Americans with Disabilities Act.** AAA will ensure public facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and ODHS Policy #010-005.
- d. **Grievance Procedure.** AAA shall post the policy and procedure regarding how a consumer or family member may present a grievance concerning the operation of the Older Americans Act and Oregon Project Independence service programs.
- e. **Competitive Procurement.** AAA in accordance with OAR 411-011-0005, agrees to competitively award funds by grant or contract to community service providers agencies and organizations, except where, by means of AAA's Area Plan, ODHS has granted a waiver in accordance with 45 CFR Part 1321.63(b).

- f. Compliance with Homecare Worker Collective Bargaining Agreement between the Oregon Department of Administrative Services and Service Employees International Union Local 503, Oregon Public Employee Union, commonly referred to as HCW CBA. As the contracted delivery partner for Oregon Project Independence (OPI), AAA agrees to follow specific Articles of the CBA for Homecare Workers providing service within OPI. At the time of execution of this Agreement, the HCW CBA is in the bargaining process. The specific Articles will be provided to Recipient via Agreement Amendment once the HCW CBA is executed. Within 30 days after receipt of the Agreement Amendment, Recipient must either accept the specific Articles of the HCW CBA by executing the Agreement Amendment, negotiate with ODHS towards a mutually agreeable amendment to this Agreement and execute such amendment, or terminate this Agreement.

6. Information Systems.

- a. ODHS shall provide AAA with access to ODHS-owned applications necessary for the proper operation of NAPIS collection databases and administration of the Older Americans Act and Oregon Project Independence programs. Maintenance or trouble shooting services for the ODHS applications will be provided remotely; no on-site services will be available. Ownership of said software shall at all times remain with ODHS.
- b. AAA shall be responsible for obtaining such internet access and LAN/WAN connectivity as are necessary to access ODHS-owned applications. Notwithstanding the provisions set forth in Exhibit B (Standard Terms and Conditions), paragraph 11 (Information Privacy/Security/Access) of this Agreement, when AAA is connected to the ODHS network, ODHS internet and network use policies apply, and as such, AAA’s use of ODHS-owned applications is subject to monitoring by the ODHS-OIS-Information Security Office.
- c. ODHS may provide an allocation for the purchase of information technology necessary for NAPIS reporting. ODHS shall not be responsible for maintenance of said technology.
- d. Upon request ODHS will provide the required specifications for computer compatibility with ODHS applications.

7. Advisory Council. Area agency on aging advisory councils are key to providing support for each AAA. The responsibilities for the AAA’s councils shall include the following requirements in accordance with ORS 410.210:

- a. AAA advisory council’s membership shall follow requirements described in this section which depend on the type of AAA providing Older Americans Act or Oregon Project Independence Services and related support. AAA shall have an area agency advisory council, with members appointed by the area agency board, and appointments will be determined by the AAA.

(1) For a Type A area agency, membership of the council shall include consumers

of services provided primarily to elderly persons under Oregon Department of Human Services programs, including low income and minority persons.

(2) A Type B area agency that serves elderly persons and persons with disabilities shall have two advisory councils. One shall include persons described in ORS 410.210(1)(b). The second shall be a disability services advisory council. That council shall have as a majority of its members persons with disabilities and shall include consumers of services and other interested persons. Any disability services advisory council in existence at the time the area agency assumes responsibility for providing services to persons with disabilities shall become the disability services advisory council for the area agency.

b. AAA's advisory council shall:

(1) Recommend basic policy guidelines for the administration of the activities of the area agencies on behalf of elderly persons or persons with disabilities and advise the area agency on questions of policy.

(2) Advise the area agency with respect to development of the area plan and budget, and review and comment on the completed area plan and budget before its transmittal to the Director of Oregon Department of Human Services.

(3) Review and evaluate the effectiveness of the area agency in meeting the needs of elderly persons with disabilities in the planning and service area.

(4) Meet at least quarterly. The meetings are subject to the Oregon public meeting law, ORS 192.610 to 192.690.

- 8.** Nutrition Services Incentive Program (NSIP). NSIP provides grant funding from the Administration for Community Living (ACL) that supplements funding for food provided under the OAA congregate and home delivered meals programs. This funding must be used for the meals program and is not able to be carried forward to the next biennium. AAAs shall comply with the requirements for NSIP as stated in Section 311 of the OAA.
- 9.** Continued Sequestration Mitigation. State general fund dollars to be used however the AAA needs to support OAA programs to mitigate funding gaps caused in part by federal sequestration of federal programming funds. This funding is not eligible to be carried forward into the next biennium.
- 10.** American Rescue Plan (ARP). ARP funding can be used by AAA for any allowable Older Americans Act (OAA) service provided to an eligible person under the OAA. The ARP funding must be used within the funding CFDA outlines in the allocation spreadsheet provided by the ODHS. Funding must be expended by September 30, 2025.
- 11.** Expanding Access to COVID-19 Vaccine (VAC 5). VAC 5 funding is provided to AAAs to help increase COVID-19 vaccination access among older adults, family caregivers, and aging network staff and volunteers, focusing on communities that have lower vaccination rates. Per federal guidance, AAA is encouraged to serve Native Americans residing in their service areas who need assistance. Funding can also be used to combat vaccine hesitancy and arrange or provide transportation to vaccination sites for

older adults and their caregivers. Paying staff to plan and organize meetings with local public health and other entities, and/or collect and analyze data on vaccination rates of older adults, family caregivers, and volunteers is also allowable. Funding is not eligible to be carried forward into the next biennium and must be spent by September 30, 2023.

12. State and Local Fiscal Recovery Fund (SLFRF). SLFRF funding can be used by AAAs for Home Delivered Meals (HDMs) to an eligible person under the OAA within the AAA's planning and service area. Funding may be used to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, as long as the awarded funds are obligated by December 31, 2024 and are expended by December 31, 2026.

EXHIBIT A
Part 2
Disbursement and Financial Reporting

- 1. Funding Appropriations.** The total sum payable for the term of the Agreement described in Section 1 (“Effective Date and Duration”), shall not exceed the amount described in Section 3 (“Grant Disbursement Generally”).
- a.** ODHS, in accordance with the Older Americans Act, agrees to disburse grant funds to AAA as outlined in Oregon’s Intrastate Funding Formula.
 - b.** Payment for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and disbursements under this Agreement shall both be based on the not-to-exceed allocations as set forth in the table below and made on a reimbursement basis, upon ODHS approval of AAA’s disbursement request.

Older Americans Act	\$3,835,075.00	CFDA 93.041, 93.043, 93.044, 93.045, 93.052
NSIP	\$330,889.00	CFDA 93.053
IT Admin Funds	\$7,293.00	
Continued Sequestration Mitigation	\$214,495.00	
Oregon Project Independence (age 60+ or age under 60 with an Alzheimer’s Disease or related disorder diagnosis)	\$1,048,574.45	
Oregon Project Independence (age 19-59 with disability)	\$0.00	
OPI-M & FCAP Ongoing Case Management	\$1,222,537.00	CFDA 93.778
Unspent ’21-’23 Biennia Funding:		CFDA 93.044, 93.045, 93.052
ARP (\$1,500,878.55)	\$1,503,956.55	
SLFRF (\$0.00)		
VAC 5 (\$3,078.00)		
Other State Funds	\$0.00	
Allocation Total	\$8,162,820.00	

- c.** AAA will be allowed to carry-forward into the 2025-2027 biennium no more than ten (10) percent of the full 2023-2025 biennial allocation of Older American Act Title IIIB, IIIC1, IIIC2, IIID, IIIE and VIIB funds not fully expended during the Agreement period.
- d.** Funds carried forward from the prior biennium shall be expended prior to use of

the current biennial allocation for the same Older Americans Act title.

- e. AAA shall, in accordance with the Older Americans Act, promptly and equitably disburse NSIP funds to its subcontractors. NSIP funds shall only be used for purchase of domestically produced food for AAA's nutrition service programs. NSIP funds must be fully expended during the Agreement period. NSIP funds are not eligible to carry-forward into next biennium.
- f. If permitted by the ARP, AAA may use ARP funds to provide allowable Older Americans Act like services. Funds must be fully expended by September 30, 2025 and AAA shall timely provide any necessary reporting information requested by ODHS.
- g. AAA may use VAC5 funds to provide allowable COVID-19 Vaccination services. Funds must be fully expended by September 30, 2023 and AAA shall timely provide any necessary reporting information requested by ODHS.

2. **Fiscal Control Functions.**

- a. Federal Requirements. AAA shall maintain a financial management system that assures that state and federal funds used for activities under this Agreement are expended and accounted for in accordance with applicable state requirements and federal requirements as outlined in 2 CFR, Subtitle A, Chapter II, Part 200.
- b. Program Income.
 - (1) AAA shall ensure as required in OAA Section 315(b)(3) that no means testing for service eligibility will be conducted and as per OAA Section 315(b)(4)(A-D), all recipients of OAA services will be provided opportunity to voluntarily contribute towards cost of service and AAA has appropriate safeguards in place to account for all contributions. Said contribution, hereby referred to as program income shall be used by the AAA or AAA sub-contractor(s) for the sole purpose of expanding services in the program area in which collected in accordance with Section 315(b)(4)(E) of the Older Americans Act.
 - (2) AAA shall ensure that no fee, or cost-sharing practices, unless authorized by ODHS and permitted under Section 315(a)(1) of the Older Americans Act, will be assessed or imposed for OAA services.
 - (3) AAA shall, in accordance with OAR 411-032-0044, expend all OPI annual fees, monthly fees for service, and all contributions to expand OPI services.
- c. Access to Fiscal Records. AAA shall provide access to all fiscal records and to all other books, documents, papers, and records of AAA which are pertinent to this Agreement, and shall, without prior notification, allow ODHS the making of excerpts, photocopies, and transcripts, and allow performance of audits and examination of all pertinent fiscal records and books, documents, papers, and records of AAA. Such access shall be freely allowed to state and federal personnel, including the Oregon Secretary of State's Office, and their duly authorized agents.

- d. Fiscal Monitoring – For one quarter of each biennium the financial records that support the Monthly ODHS Form 148/150 (Form “148/150”) will be sent into APD. The schedule will be set before the biennium begins so AAA will have advance notice of fiscal monitoring timeline. During the quarter of fiscal monitoring the 148/150 will not be reimbursed until AAA has supplied all required documentation to APD.
- e. Fiscal Reporting, Reimbursement Requests, and Payments.
- (1) AAA shall, when requesting working capital, submit Form SPD 150-WC to ODHS Accounting and Financial Services at a minimum 7 days prior to requisite receipt of funds. AAA shall estimate program expenses separate from estimated administrative expenses and detail such expenses by fund source (e.g., Title IIIB, IIIC1, IIIC2, IIID, IIIE, and VIIB of the Older Americans Act, OPI, NSIP, etc.).
 - (2) AAA shall submit electronically to APD Community Services and Supports Unit and ODHS Accounting and Financial Services at the electronic address below using Form 148/150 a monthly reimbursement request for all grant expenditures no later than the 35th day of the following month. ODHS agrees to process and make payments of all reimbursement requests within 30 days following receipt of an approved request.
 - (3) AAA agrees that ODHS may decrease AAA's OPI allocation for incurred home-care worker ("HCW") expenses, which includes the hourly rate of salary (subject to change based on the HCW collective bargaining agreement) and Federal and State Unemployment Tax Act (FUTA/SUTA), Workman's Compensation tax (WC/WCD) and Federal Insurance Contributions Act (FICA).
 - (4) AAA shall, no later than 90 days (September 30) from the conclusion of the state fiscal year end (June 30), electronically submit a FINAL fiscal year-end Form 148/150 to ODHS Aging & People with Disabilities, Community Services and Supports Unit’s e-mail address of sua.email@odhsoha.oregon.gov and,
 - (5) AAA shall, no later than 180 days (December 31) from the conclusion of the state fiscal year-end (June 30), electronically submit a FINAL AUDITED Form 148/150 signed by AAA Director to ODHS Aging & People with Disabilities, Community Services and Supports Unit’s e-mail address of sua.email@odhsoha.oregon.gov and,
 - (6) AAA shall submit one electronic copy of the AAA’s fiscal year-end Financial Audit no later than 180 days (December 31) from the conclusion of the state fiscal year-end (June 30) to ODHS Aging & People with Disabilities, Community Services and Supports Unit’s e-mail address of sua.email@odhsoha.oregon.gov and,
- f. Special Funding Requests.
- (1) OAA Fund Transfers. Beginning October 1st, but not later than June 30th

of each fiscal year, AAA may, as authorized by ODHS and when necessary to meet the needs of the area served, request to transfer, within the OAA allocations, Title IIIB, Title IIIC1 and Title IIIC2 funds as permitted in Section 308(b)(4)(A) and (5)(A) of the Older Americans Act.

- (a) Request for transfer shall be electronically submitted using a form provided by ODHS and submitted to sua.email@odhsoha.oregon.gov.
- (b) Upon receipt of transfer authorization, AAA shall post transfer amounts on Form 150, page 1. Failure to do so will result in disqualification of transferred funds.
- (c) Maximum transfers shall be as follows:
 - i. Not to exceed thirty percent (30%) for any fiscal year from Title IIIB into Title IIIC; or thirty percent (30%) from Title IIIC into Title IIIB; and
 - ii. Not to exceed forty percent (40%) for any fiscal year between Title IIIC1 and Title IIIC2; and
- (d) When in the best interest of the OAA service recipients, AAA may elect to submit a written explanation of necessity and request ODHS to provide a waiver of the maximum percentage limits.

(2) Fund Matrix #20-3 Program Coordination & Development. Beginning July 1 of year one of the biennium, AAA may request to utilize OAA Title IIIB funds for program coordination and development activities.

- (a) Request for transfer shall be electronically submitted using a form provided by ODHS and submitted to sua.email@odhsoha.oregon.gov.
- (b) In accordance with 45 CFR 1321.17(14)(ii) the AAA will submit details of program coordination and development to the general public for review and comment.
- (c) Authorization from State is consistent with biannual budget cycle.

(3) Oregon Project Independence Other Authorized Services. At any time during the biennial funding period, AAA may request to utilize OPI funding for services other than those detailed in OAR 411-032-0010(1)(a).

- (a) Request to utilize OPI funding for other services shall be electronically submitted using a form provided by ODHS and submitted to sua.email@odhsoha.oregon.gov.
- (b) Other authorized services may include services to support community caregivers, evidence-based health promotion services, options counseling, and transportation services.
- (c) Authorization, if given, shall terminate at the end of each fiscal year.

- g.** OAA Minimum Expenditure Requirements. AAA shall, in accordance with OAA Section 307(a)(2) of the Older Americans Act, and as established by ODHS:
- (1) Expend, at a minimum, 3% of Title IIIB funds for In-Home Services as defined in Section 102(a)(30)(A-G) of the Older Americans Act.
 - (2) Expend, at a minimum, 3% of Title IIIB funds for legal assistance as described in Section 307(a)(11)(E) of the Older Americans Act,
 - (3) Expend, at a minimum, 18% of Title IIIB funds for access services as described in Section 306(a)(2)(A) of the Older Americans Act and;
 - (4) The required minimum Title IIIB fund expenditure shall be based on total funds after transfer if AAA employed the transfer options as outlined in Exhibit A, Part 2, paragraph f (1) titled OAA Fund Transfers.
 - (5) Funding for Title IIID, Section 361 of the Older Americans Act for Disease Prevention and Health Promotion may only be used for programs and activities which have been demonstrated through rigorous evaluation to be evidence-based and effective.
 - (6) ARP expenditures must also meet the minimum spending for In-Home Services, legal assistance, and access services as indicated above in paragraphs (1), (2), and (3), unless a waiver is requested and approved by ODHS in accordance with sections 306(b) and 307(a)(2) of the Older Americans Act.
- h.** OAA Maximum Expenditure Requirements. AAA shall, in accordance with Section 304(d)(1)(A) of the Older Americans Act, not exceed a maximum 10% of Title III expenditures for administration and such amount can only be taken from funds allocated for Title IIIB, IIIC1, IIIC2 and IIIE services.
- (1) AAA shall, in accordance with 45 CFR Part 1321.17(f)(14)(i) and as authorized by ODHS, only fund program development and coordination activity after first expending the full 10% in administrative expenses and when such expenditure will have a direct and positive impact on the enhancement of services and only after the general public has been provided with notification to review and comment. A request for program development and coordination funding shall be electronically submitted using a form provided by ODHS and shall be received by the Community Services and Supports Unit no later than end of business on September 30th of a fiscal year.
- i.** OAA Match Requirements. AAA shall, as required in Sections 309(b)(1) and 373(g)(2) of the Older Americans Act, match expenditures with cash or in-kind resources of non-federal means such as local or state sources as follows:
- (1) Federal funds may not pay for more than 75% of the total administrative expenditures for Title IIIB, IIIC1, IIIC2 and IIIE services. The required match is calculated using the following formula: (Total Administrative Expenditures to be charged to Federal funds/.75)-(Total Administrative Expenditures to be charged to Federal funds). Example: $100/.75=133$;

133-100=33; the required match is 33.

- (2) Federal funds may not pay for more than 85% of the total expenditures for Title IIIB, IIIC1 and IIIC2 services. AAA is required to meet 2/3 of the required match which is calculated using the following formula: $(\text{Total Service Expenditures to be charged to Federal funds}/.85) - (\text{Total Service Expenditures to be charged for Title IIIB, IIIC1, and IIIC2 services}) \times .67$. Example: $100/.85=118$; $118-100=18$; $18 \times .67=12$; the required match is 12.
- (3) Federal funds may not pay for more than 75% of expenditures for Title IIIE services. The required match is calculated using the following formula: $(\text{Total Service Expenditures for Title IIIE services}/.75) - (\text{Total Service Expenditures for Title IIIE services})$. Example: $100/.75=133$; $133-100=33$; the required match is 33.

j. American Rescue Plan (ARP) Match Requirements. AAA shall match expenditures with cash or in-kind resources of non-federal means such as local or state sources as follows:

- (1) Federal funds may not pay for more than 85% of the total expenditures for Title IIIB, IIIC1 and IIIC2 services. AAA is required to meet 2/3 of the required match which is calculated using the following formula: $(\text{Total Service Expenditures to be charged to Federal funds}/.85) - (\text{Total Service Expenditures to be charged for Title IIIB, IIIC1, and IIIC2 services}) \times .67$. Example: $100/.85=118$; $118-100=18$; $18 \times .67=12$; the required match is 12.
- (2) Federal funds may not pay for more than 75% of expenditures for Title IIIE services. The required match is calculated using the following formula: $(\text{Total Service Expenditures for Title IIIE services}/.75) - (\text{Total Service Expenditures for Title IIIE services})$. Example: $100/.75=133$; $133-100=33$; the required match is 33.

EXHIBIT A

Part 3 Special Provisions

1. **HIPAA Compliance.** As a Business Associate of a Covered Entity, ODHS must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and ODHS must also comply with OAR 943-014-0400 through OAR 943-014-0465. Recipient is a Business Associate of ODHS and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act, Recipient shall be liable to ODHS for any and all costs incurred by ODHS, including, but not limited to, costs of issuing any notices required by HIPAA, HITECH or any other applicable law and damages to third parties as a result of Recipient's Breach of Unsecured Protected Health Information. Recipient shall ensure all staff, volunteers, and subcontractors who provide service under this Agreement complete an annual HIPAA awareness training to understand and adhere to required confidentiality practices.

- a. **Consultation and Testing.** If Recipient reasonably believes that the Recipient's or ODHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Recipient shall promptly consult the ODHS Information Security Office. Recipient or ODHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the ODHS testing schedule.
- b. **Data Transactions Systems.** If Recipient intends to exchange electronic data transactions with ODHS or the Oregon Health Authority (OHA) in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Recipient shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement and shall comply with EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

2. **Confidentiality of Information.**

- a. **Consumer Information:**

- (1) All information as to personal facts and circumstances obtained by the Recipient on the Consumer ("Consumer Information") shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the Consumer, his or her guardian, or the responsible parent when the Consumer 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 forms which does not identify particular individuals.
- (2) The use or disclosure of Consumer Information shall be limited to persons directly connected with the administration of this Agreement.

Confidentiality policies shall be applied to all requests from outside sources.

(3) If Recipient, or any of its officers, directors, employees, agents, or subcontractors, receive or has access to confidential Social Security Administration (SSA), or Federal Tax Information (FTI) records in the performance of Work under this Agreement, Recipient shall comply, and ensure that all of Recipient's officers, directors, employees, agents and subcontractors comply, with the following provisions:

(a) With respect to SSA records:

- i. Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;
- ii. Adhere to the same security requirements as employees of ODHS;
- iii. Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within ODHS' agreement with SSA;
- iv. Provide its employees and agents the same security awareness training as ODHS employees; and
- v. Include the provisions of this Section 2.a.(3)(a) in any subcontract.

(b) With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:

- i. Recipient and its officers, directors and employees with access to, or who use FTI provided by ODHS, must meet the background check requirements defined in IRS Publication 1075;
- ii. Any FTI made available to Recipient shall be used only for the purpose of carrying out the provisions of this Agreement. Recipient shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the Recipient is prohibited;
- iii. Recipient shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI-related output and products

- will be given the same level of protection as required for the source material;
 - iv. No work involving FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS;
 - v. Maintain a list of employees who are authorized access to FTI. Such list will be provided to ODHS and, upon request, to the IRS reviewing office; and
 - vi. Include the provisions of this Section 2.a.(3)(b) in any subcontract.
- (c) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Agreement.
- (d) Recipient may be subjected to periodic and ongoing security reviews to ensure compliance with the requirements of Section 2.a.(3).
- (4) Except as prohibited by Section 2.a.(3) above, ODHS, Recipient and any subcontractor will share information as necessary to effectively serve ODHS Consumers.

b. Non-Consumer Information:

- (1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Agreement that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party (“Confidential Non-Consumer Information”).
- (2) Confidential Non-Consumer Information shall be deemed not to include information that:
- (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
 - (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under this Agreement;

- (c) Is rightfully in the receiving Party’s possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under this Agreement;
 - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
 - (e) Is disclosed with the written consent of the originating Party; or
 - (f) Is independently developed by the receiving Party’s officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Consumer Information.
- (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Consumer Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; and shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Consumer Information to third parties; shall not use Confidential Non-Consumer Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Consumer Information of their obligations to keep Confidential Non-Consumer Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Consumer Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.
- c. Upon request and pursuant to the instructions of ODHS, Recipient shall return or destroy all copies of Confidential Information, and Recipient shall certify in writing the return or destruction of all Confidential Information.
 - d. “Consumer” means any individual, family, or provider. “Consumer” and “Client” are interchangeable terms throughout this Agreement:
 - (1) For whom ODHS must provide Services and incidental or specialized Goods, in any combination thereof (“Services and Incidental Supplies”), according to state, federal law, rule, and policy. Those Services and Incidental Supplies include but are not limited to treatment, care, protection, and support without regard to the proximity of the services being provided;

- (2) Who in fact receives and utilizes services provided by ODHS primarily for that individual's or family's benefit;
- (3) Who is under the custody, care, or both of ODHS; or
- (4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

3. Amendments.

- a. Only as approved by all federal or state entities governing the funds to be paid through this Agreement, and subject to Section 1.b. below, ODHS reserves the right to amend this Agreement for the following:
 - (1) Extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional funding associated with the extended period(s) of time; and
 - (2) Amend the Program Description for the following:
 - (a) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope that may not have been expressed in the original Agreement or previous amendments to the Agreement as authorized by all funding source documentation; or
 - (b) As necessitated by changes in the funding source(s) paid through this Agreement.
 - b. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 19. "Amendments; Waiver; Consent" of this Agreement.
4. **Privacy and Security.** Recipient shall ensure all staff, volunteers, and subcontractors who provides services under this agreement complete an annual information privacy and security training to ensure understanding and adherence to acceptable privacy and security practices. This training can be self-provided or taken through ODHS at the Recipient's discretion. Tracking the completion/compliance of this training requirement will be the responsibility of the Recipient, who will have the records available for viewing as needed by the ODHS.
 5. **Service Equity.** As part of a shared goal and intent to address and mitigate systematic racism through the incorporation of service equity in all aspects of the administration of Oregon's aging network, AAA agrees to partner with the ODHS to develop strategies, goals, and objectives to operationalize the ODHS' commitment to embracing service equity in all the work shared. AAA will actively participate and contribute to this initiative and process.
 6. **NAPIS Program Reporting.** Data entry of NAPIS data and service units is a critical function of AAA and must be completed timely. The timeliness of this data is essential

for management reports and to respond to legislative questions and inquiries. AAA must follow ODHS required timelines for this data entry or be subject to administrative withholding of a portion of funding until required data has been appropriately entered. Any necessary withholding of funds will be progressive in accordance with the frequency in which the AAA is late on data submission, starting with a 5% withhold for the first delay and increasing 5% with each repeated instance, up to a maximum of 25% withheld. It is the ODHS' intent and direction that this data be input on a monthly basis, in systems identified by the ODHS, and with all data for a given month being entered by the final day of the subsequent month.

7. **Conflict Free Case Management.** Case management services shall be conflict free in accordance with federal rules provided in ODHS' "Firewall Policy for Conflict Free Case Management", hereby incorporated by reference into this Agreement. In situations where the only willing and qualified provider does both case management and direct services, the firewalls listed below in subsections a. to c. must be in place to ensure a separation of functions within the organization. Direct services are services provided by the AAA yet paid for through contracts/agreements with partners (ex: hospitals, Medicare, Coordinated Care Organizations, and Medicaid Home Delivered Meals).
 - a. Administrative: There must be administrative separation between assessments, service planning, and those delivering direct services
 - b. Case Management and Direct Services: Case Management and Direct Services must be separate.
 - c. Person-Centered Plan: Direct Services/Providers shall not develop an individual's person-centered plan.

When the AAA is aware of any conflict, it should refer to ODHS' Firewall Policy for Conflict Free Case Management and submit identified actions to ODHS. Identified actions shall be reviewed initially and are subject to ongoing monitoring to ensure all firewalls remain in place and any conflict is mitigated.

8. **Ownership of Equipment.** In accordance with Code of Federal Regulations 45 CFR 75.320, ownership of Equipment purchased with Federal funds shall vest in the Recipient, subject to the following conditions: 1) Equipment records, including description, serial number, model number, acquisition date and location, shall be maintained; 2) Recipient shall take a physical inventory of equipment and reconcile with equipment records at least once every two years; 3) Recipient shall maintain a control system to ensure adequate protection against damage or theft or both, and to implement adequate maintenance procedures to keep the equipment in good condition. Regulations regarding the transfer, sale or disposal of such items can be found in 45 CFR 75.320. This Section shall survive expiration or termination of this Agreement.
9. **ACL Requirements.** Recipient shall comply with the terms and conditions listed on ACL's website at <https://www.acl.gov/grants/managing-grant>, including but not limited to:
 - Prohibition on certain telecommunications and video surveillance services or equipment
 - SAM.gov/DUNS Requirements

- Latest Consolidated Appropriations Act
 - National Policies including Trafficking Victims Protection Act, Whistleblower Protections, DOMA: Implementation of Same-Sex Spouses/Marriages, Stevens Amendment, and Antidiscrimination.
 - Federal Funding Accountability and Transparency Act (FFATA)
 - Federal Awardee Performance and Integrity Information System (FAPIIS)
- 10.** NSIP provides additional funding to States, Territories and eligible Tribal organizations that is used exclusively to purchase food, not meal preparation, and funding may not be used to pay for other nutrition-related services such as nutrition education or for state or local administrative costs.
- 11.** Performance Requirements*:
- a. A meal reported for the Nutrition Services Incentive Program (NSIP) is required to meet the Older Americans Act (OAA) nutrition requirements of complying with the most recent Dietary Guidelines for Americans and having a nutrient content that meets one third of the Dietary Reference Intakes.
 - b. A meal reporting for NSIP is to be served to individuals who meet the service criteria in the OAA and regulations, including not being means-tested for participation and being provided the opportunity to voluntarily contribute to the cost of service.
 - c. A meal can only be reported once, either by State Units on Aging on the State Program Report or by Indian Tribal Organizations on the Program Performance Report.
 - d. Reports for the NSIP are to meet the timelines and data quality standards established by the Administration on Aging.

*Please see ACL COVID FAQs on NSIP reporting requirements waivers:

<https://acl.gov/COVID-19>

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. This Section shall survive expiration or termination of this Agreement.
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.
 - (6) Recipient's Right to Terminate at its Discretion. At its sole discretion, Recipient may terminate this Agreement for its convenience upon 30 days' prior written notice by Recipient to ODHS.
- 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.

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, 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 section, 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 AND 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 of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$4,000,000.00 per occurrence and not less than \$4,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY:

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 \$4,000,000.00 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 the Agreement/Subcontract 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 sub/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, State of Oregon or client data, whichever is longer, with a combined single limit of no less than \$_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of ODHS or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health

Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of ODHS, State of Oregon data.

POLLUTION LIABILITY:

Required Not required

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/Subcontract is required. Combined single limit per occurrence shall not be less than \$ _____ and not be less than \$ _____ annual aggregate limit.

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

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the 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 (SIR), 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 the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of

Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:

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 must obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ODHS or State of Oregon has received a waiver of subrogation endorsement from the 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 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/Recipient's acceptance of all Services required under the Agreement, or
- (ii) ODHS or Contractor's 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 Contractor delivers any goods and performs any Services required under this Agreement. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, ODHS/Recipient 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/Recipient under this agreement and to provide updated requirements as mutually agreed upon by Contractor and ODHS/Recipient.

STATE ACCEPTANCE:

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

EXHIBIT D

Federal Terms and Conditions

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

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

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

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

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

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

9. **Pro-Children Act.** Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).
10. **Medicaid Services.** Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient’s understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).
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.**
 - a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address

(including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b.** Recipient shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom the Recipient has had business transactions totaling more than \$25,000 during the previous 12 month period ending on the date of the request, and any significant business transactions between the Recipient, and any wholly owned supplier or between the Recipient and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.
 - c.** 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
 - d.** As such, Recipient must disclose any person with a 5% or greater direct or indirect ownership interest in the Recipient whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
 - e.** Recipient shall make the disclosures required by this Section 12. to ODHS. ODHS reserves the right to take such action required by law, or where ODHS has discretion, as it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.
- 13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to

these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

14. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

15. Federal Whistleblower Protection. Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

EXHIBIT E

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

All required data elements in accordance with 2 CFR 200.332(a)(1) are available at <https://www.oregon.gov/DHS/SENIORS-DISABILITIES/SUA/Pages/AAA-Financial.aspx>

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EXHIBIT F
Privacy and Security Agreement

1. **PURPOSE.** Recipient requires the Access described in Exhibit F-1, *Third Party Information System Access Request* (Form MSC 0785), which is hereby incorporated into this Exhibit F by reference, to conduct grant activities. The terms and conditions of this Privacy and Security Agreement govern:
 - 1.1. Recipient's Use of Data;
 - 1.2. Recipient's Access to ODHS' Information Assets and Systems;
 - 1.3. The periodic exchange of Data between ODHS' and Recipient's systems via electronic means; and
 - 1.4. The interconnection between ODHS' and Recipient's respective networks and information systems.
2. **TERM.** This Privacy and Security Agreement is effective for a period coterminous with the Agreement, subject to review at least annually by ODHS, unless terminated earlier by either party in accordance with the "Suspension or Termination" section of this Privacy and Security Agreement.
3. **DEFINITIONS.** The following definitions apply to this Privacy and Security Agreement:
 - 3.1. "Access" means the ability or the means necessary to read, communicate, or otherwise use ODHS or State Data, Network and Information Systems, and Information Assets
 - 3.2. "Breach" means the acquisition, access, exposure, use, or disclosure of Data or an Information Asset in a manner not in compliance with applicable law, rule, or policy, or Data loss, misuse, or compromise.
 - 3.3. "Client Records" includes any client, applicant, or participant information regardless of the media or source, collected by Recipient in the course of conducting grant activities, provided through the Network and Information Systems to Recipient, or otherwise exchanged between the parties.
 - 3.4. "Data" means information created, transmitted, or stored through the Network and Information Systems, including metadata, personal information, and Client Records.
 - 3.5. "Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of any Network and Information System or Information Asset. An Incident is an observable, measurable occurrence that is a deviation from expected operations or activities. An Incident may be a Breach, failure to protect a User's identification (ID), or theft of computer equipment that uses or stores any Information Asset.

DM 8941502 V9 Aug 3 2022

- 3.6. "Individual Access Request (IAR)" refers to the ODHS form used to authorize a User, identify the User's job assignment, and the required access to Network and Information System(s). It generates a unique alpha/numeric code used to access the ODHS Network and Information Systems.
 - 3.7. "Information Asset(s)" refers to all information provided through ODHS, regardless of the source, which requires measures for security and privacy. Includes Data.
 - 3.8. "Network and Information System(s)" means ODHS' and the State of Oregon's computer infrastructure which provides personal communications; Data such as Client Records; Access to other Information Assets, regional, wide area, and local networks; and the internetworking of various types of networks.
 - 3.9. "User" means any individual authorized to access Network and Information Systems and who has an been assigned a unique log-on identifier.
- 4. CHANGES TO PRIVACY AND SECURITY AGREEMENT.** Other than as allowed under this section, Recipient shall be requested to submit input to a revised *Third Party Information System Access Request* (Form MSC 0785), to request changes to Exhibit F-1. ODHS will review Recipient's request and, if approved in writing by ODHS, the parties will amend the Agreement in accordance with Exhibit B, Section 24.
- 4.1. **Point of Contact Changes.** Each party will provide notification to the other of any change of its respective point(s) of contact noted in Exhibit F-1, including any technical lead, and name an interim or replacement person in any such notice. Exhibit F-1 will be deemed amended to include the updated information.
 - 4.2. **Administrative Changes.** Recipient may request updates to Exhibit F-1 that are administrative in nature and do not modify the mode of Access or type of data by submitting a written request to ODHS. Upon written acceptance by ODHS, Exhibit F-1 will be deemed amended to include the updated information.
- 5. NOTIFICATIONS.**
- 5.1. **Points of Contact.** The parties have designated their respective technical leads in Exhibit F-1. The parties will facilitate direct contacts between technical leads. The parties will provide notification to the other of any changes in technical point of contact information.
 - 5.2. **Breach Notification.** In the event Recipient or its subcontractors or agents discover or are notified of an Incident or a Breach, including a failure to comply with Recipient's confidentiality obligations under this Agreement, Recipient shall immediately notify ODHS' Program Sponsor identified in Section 4 of Exhibit F-1 (or delegate) of the Incident or Breach. If ODHS determines that an Incident or Breach requires notification of ODHS clients, or other notification required by law, ODHS will have sole control over the notification content, timing, and method, subject to Recipient's obligations under applicable law.
 - 5.3. **Requests for Data.** In the event Recipient receives a third-party request for Data, including any electronic discovery, litigation hold, or discovery searches, Recipient

shall first give ODHS notice and provide such information as may be reasonably necessary to enable ODHS to protect its interests.

- 5.4. **Changes in Law.** Each party will provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations.
6. **GRANT OF LICENSE.** Subject to Recipient's compliance with the Agreement, Recipient is hereby granted a non-exclusive, non-transferable, and revocable authorization to Access and use Information Assets only in accordance with this Agreement and applicable laws, rules, and policies. Recipient and its employees, contractors, and agents shall not manipulate any URL or modify, publish, transmit, reverse engineer, participate in any unauthorized transfer or sale of, create derivative works of, or in any way exploit the content or software comprising this Access, or Information Assets made available through this Access.
7. **DATA PRIVACY.** In addition to Recipient's obligations under Exhibit A, Part 3, "Special Provisions", Section 2 regarding Confidentiality of Information:
 - 7.1. **Generally.** Recipient shall hold all Client Records, and other information as to personal facts and circumstances obtained by Recipient on ODHS clients, as confidential, using the highest standard of care applicable to the Client Records, and shall not divulge any Client Records without the written consent of the client, the client's attorney, the responsible parent of a minor child, or the minor child's guardian except as required by other terms of this Privacy and Security Agreement or applicable law.
 - 7.2. **Limited Purposes.** Recipient shall limit the use or disclosure of Data concerning clients to persons directly connected with the administration of this Privacy and Security Agreement or the Agreement. Confidentiality policies apply to all requests from outside sources.
 - 7.3. **Privacy Protections.** Data may include information, such as Client Records, subject to specified confidentiality protections under state or federal law. Recipient shall comply with laws, regulations, and policies applicable to the information described in Exhibit F-1, including as specified in this Agreement.
 - 7.4. **Training.** Recipient's employees, subcontractors, and agents who will Access Data have received training on the privacy and security obligations relating to the Data, including Client Records. Recipient shall provide periodic privacy and security training to its employees, subcontractors, and agents.
8. **SECURITY REQUIREMENTS.**
 - 8.1. **Compliance with Laws, Regulations, and Policies.** Recipient and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and disclosure of Data (including Client Records) and Access to Information Assets, including as those laws,

regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:

- 8.1.1. ODHS and OHA Information Security and Privacy Policies:
<https://www.oregon.gov/oha/FOD/OIS-ISPO/Pages/Policies.aspx>
- 8.1.2. ODHS and OHA Privacy and Confidentiality administrative rules, OAR Chapter 407, Division 14, and OAR Chapter 943, Division 14.
- 8.1.3. The Health Insurance Portability and Accountability Act (HIPAA), including as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”), and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164.
Recipient shall comply with HIPAA Compliance included in this Agreement in Exhibit A, Part 3, Section 1 in connection with Recipient’s Access.
- 8.1.4. The Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 646A.628, to the extent applicable.
- 8.1.5. Oregon’s Statewide Information and Cyber Security Standards:
<https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf>.
- 8.2. **Responsible for Compliance.** Recipient is responsible for the compliance of its employees, agents, and subcontractors with this Agreement and with any third-party licenses to which Access is subject.
- 8.3. **Privacy and Security Measures.** Recipient represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security and privacy of Data, including Client Records, all Information Assets, regardless of the media, and all Network and Information Systems. Recipient shall monitor, periodically assess, and update its security controls and risk to ensure continued effectiveness of those controls.
- 8.4. **Security Risk Management Plan.** Recipient shall ensure the level of security and privacy protection required in accordance with this Privacy and Security Agreement is documented in a security risk management plan. Recipient shall make its security risk management plan available to ODHS for review upon request.
- 8.5. **Audit Rights and Access.** Recipient shall maintain records in such a manner as to clearly document its compliance with and performance under this Privacy and Security Agreement, and provide ODHS, the Oregon Secretary of State, the federal government, and their duly authorized representatives access to Recipient’s officers, agents, contractors, subcontractors, employees, facilities and records for ODHS to:
 - 8.5.1. Determine Recipient’s compliance with this Privacy and Security Agreement,

- 8.5.2. Validate Recipient's written security risk management plan, or
- 8.5.3. Gather or verify any additional information ODHS may require to meet any state or federal laws, rules, or orders regarding Information Assets.
- 8.5.4. Access to facilities, systems, and records under this section will be granted following reasonable notice to Recipient. Records include paper or electronic form, system security logs, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

9. ACCESS TO ODHS SYSTEMS.

- 9.1. **ODHS Review of User Requests.** If required for Access, ODHS will review requests, including forms such as the IAR, and will:
 - 9.1.1. Notify Recipient of the approval or denial of its request for each User for whom Access has been requested;
 - 9.1.2. Provide any unique log-on identifier required for authorized Access;
 - 9.1.3. Provide updates to approved inquiry processes and instructions to Recipient.
- 9.2. **Recipient's Responsibilities for User Accounts.** Recipient shall facilitate completion of any forms (such as the IAR) for each person for whom Access is requested.
 - 9.2.1. Recipient is responsible for all activities that occur through its Access, including for any acts related to a lost or stolen User ID or password.
 - 9.2.2. Recipient is responsible for ensuring information provided by its Users is accurate, complete, and up to date.
 - 9.2.3. Recipient shall immediately notify ODHS when a User, group of Users, or Recipient, no longer requires Access whether due to changes in duties or due to changes in Recipient's programs related to this Agreement.
- 9.3. **Security and Disposal.** Recipient shall maintain security of equipment, and ensure the proper handling, storage and disposal of all Information Assets accessed, obtained, or reproduced by Recipient and its Users to prevent inadvertent destruction or loss. Recipient shall ensure proper disposal of equipment and Information Assets when authorized use ends, consistent with Recipient's record retention obligations and obligations regarding Information Assets under this Agreement.
- 9.4. **Prevention of Unauthorized Access.** Recipient shall prevent any Access to State of Oregon Network and Information Systems by its Users that is not authorized in accordance with this Agreement and applicable law, and shall implement and maintain safeguards to prevent unauthorized access.
- 9.5. **Access from Outside the US and its Territories.** Recipient Access to the state network from outside the US and its territories is prohibited unless approved through the [Geofencing Exception Process, ODHS|OHA 090-009-05](#).

- 9.5.1. Recipient shall not allow use of any Information Asset in any country or territory in any manner prohibited by governing applicable law, rule, or policy.
- 9.6. **Authorized Access and Use Only.** No User may Access or use Data for any purpose other than those specifically authorized through this Agreement.
- 9.6.1. Users shall not use Access to obtain or attempt to obtain any Data or Information Assets not authorized or intentionally made available.
- 9.6.2. The use and disclosure of any Information Asset is strictly limited to the minimum information necessary to the exchange of Data between the parties described in Exhibit F-1.
- 9.6.3. Except as otherwise specified or approved by ODHS, neither Recipient nor its Users may modify, alter, delete, or destroy any Information Asset.
- 9.7. **Revocation or Termination of Access.** Breach, or wrongful use or disclosure of Information Assets by Recipient or its Users, may cause the immediate revocation of the Access granted through this Agreement, in the sole discretion of ODHS, or ODHS may specify a reasonable opportunity for Recipient to cure the unauthorized use or disclosure and end the violation, and terminate the Access if Recipient does not do so within the time specified by ODHS. Legal actions also may be taken for violations of applicable regulations and laws.
- 9.8. **No Unauthorized Distribution.** Recipient shall not sell, make available, or provide Information Assets in any form to any other persons or organizations, and shall not use the Information Assets for any purposes other than as allowed under this Agreement and applicable law.
- 9.9. **No Impairment.** Recipient shall not use this Access in any manner which could damage, disable, overburden, or impair Network and Information Systems or interfere with any other entity's use or benefit of Network and Information Systems.
- 9.10. **Prohibition on Data Mining.** Recipient shall not capture, maintain, scan, index, share or use Data stored or transmitted by virtue of this interconnection, or otherwise use any data-mining technology, for any non-authorized activity. For purposes of this requirement, "non-authorized activity" means the data mining or processing of data, stored or transmitted through the Network and Information Systems, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Agreement.
- 9.11. **Incidents and Breaches.** Recipient shall comply, and shall cause its subcontractors to comply, with any requirements for identifying and addressing an Incident or Breach. This requirement applies regardless of whether the Incident or Breach was accidental or otherwise.

10. SUSPENSION OR TERMINATION.

- 10.1. This Privacy and Security Agreement may be terminated at any time by written agreement of the parties.
- 10.2. This Privacy and Security Agreement may be terminated by either party upon thirty (30) calendar days' written notice to the other party.
- 10.3. Access and this Privacy and Security Agreement may be terminated immediately upon written notice from Recipient if Access is no longer needed by Recipient.
- 10.4. ODHS may immediately revoke the Access granted Recipient for Recipient's failure to comply with the requirements of this Privacy and Security Agreement. In such event, ODHS will provide subsequent written notice to Recipient's point of contact. ODHS may, to the extent it determines it is reasonable and able to do so, provide advance notice to Recipient to cure any deficiency or breach of this Privacy and Security Agreement.
- 10.5. Either party may terminate this Privacy and Security Agreement, and ODHS may modify Access, upon written notice if there are changes to or revised interpretations of federal or state laws, rules, or regulations, or if either party has changes in policies that require such action.

11. RETURN OF INFORMATION ASSETS. Upon expiration or termination of the Agreement or this Privacy and Security Agreement for any reason whatsoever, Recipient shall immediately deliver to ODHS all of ODHS' Information Assets, including Data and Client Records, that are in the possession or under the control of Recipient in whatever stage and form of recordation such property is expressed or embodied at that time.

- 11.1. Except as necessary to meet obligations under [Exhibit B, Section 10], Records Maintenance and Access, Recipient shall not retain any copies of Information Assets. Recipient shall notify ODHS of any conditions that make returning all ODHS Information Assets not feasible. Upon ODHS' written acknowledgement that returning all Information Assets is not feasible, Recipient shall purge or destroy retained Data in all its forms in accordance with the most current version of NIST SP 800-88 (or other agreed-upon standard) and on request provide ODHS with written certification of sanitization.
- 11.2. Recipient shall maintain protections required by law or the Agreement for any retained State of Oregon Information Asset for so long as Recipient (including through any subcontractor) retains it.

12. INDEMNIFICATION AND INSURANCE. Indemnification and insurance coverages provided by Recipient under the Agreement apply to this Privacy and Security Agreement.

13. COSTS. Each party will bear its own costs related to the acquisition of all equipment, software, data lines or connections necessary for Access, unless otherwise agreed to by written agreement between the parties. Each party is responsible for securing compatible hardware, equipment, and software, and network connections. Each party is responsible for

complying with the licenses for third party products, including software and services that allow Access.

- 14. SURVIVAL.** Access and rights to use Information Assets ceases upon termination of this Privacy and Security Agreement. Rights and obligations which expressly or by their nature survive termination do so survive, and include this section, provisions regarding warranties and liabilities, indemnification, and confidentiality and non-disclosure.
- 15. INTERPRETATION.** Any ambiguity in this Privacy and Security Agreement will be resolved to permit ODHS to comply with applicable privacy and security laws and State of Oregon and ODHS policies interpreting those laws.
- 16. SUBCONTRACTORS.** Recipient shall ensure all subcontractors providing services related to this Privacy and Security Agreement are held to the same requirements as Recipient.

EXHIBIT F-1
THIRD PARTY INFORMATION SYSTEM ACCESS REQUEST

EXHIBIT F-1 (7 PAGES) STARTS ON NEXT PAGE

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Third Party Information System Access Request

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

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

 Hover over **blue** text for more information.

Request type (<i>required</i>): New request (ISPO will add agreement number)	Agreement number: 181171
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Section 1. Third party information

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

Third-party agreement administrator contact information

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

Organization/entity name: Clackamas County Social Services Division (CCSS)	
Contact name (<i>first, last</i>):	Teresa Christopherson
Position/title:	Administrative Services Manager
Work street address:	PO Box 2950, 2051 Kaen Road
City, State, ZIP:	Oregon City, OR 97045
Phone:	503.650.5718
Email:	teresachr@clackamas.us
Website address (<i>optional</i>):	

Additional contact for third party

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

Same contact information as above.

Section 2. Governing contract details

A DHS/OHA employee fills out this section. If a [governing contract](#) applies, please complete all applicable fields, below.

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

Background checks

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

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

Direct questions related to the background check process to BCU.Info@state.or.us or 503-378-5470 or 1-888-272-5545.

Section 3. Access description

Reason for access

Describe in detail the [business need](#) for access:

AAAs provide field support to Oregonians who need Aging and Disability Resource Connection (ADRC), Older Americans Act (OAA), and Oregon Project Independence (OPI) services.

[Requested access start date:](#) _____

Method of access

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

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

Access and information flow will occur from:

Information is exchanged in both directions between DHS/OHA and third party

Scope of access

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

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

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

System 1

Name of system: DHR Mainframe

Type of access requested: Read/write (please describe):

Description of access:

Access is required to provide Older American Act & Medicaid Services.

Expiration date of access: 06.30.25

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

Yes No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

- Protected health information (PHI) Personally identifiable information (PII)
 Financial information Federal tax information (FTI)
 Criminal justice information (CJI) Payment card information (PCI)
 Social Security Administration (SSA data)
 Other (*list below*):

Information owner review (*internal use only*)

Name of reviewer: Marci Lail

Review date: 08/02/2021

Access determination:

Role or group assigned (*if applicable*):

Access is: Choose one

Reason for determination:

System 2

Name of system: OR ACCESS

Type of access requested: Read/write (please describe):

Description of access:

Access is required to provide Oregon Project Independence (OPI) services and accessed/utilized for Medicaid services work.

Expiration date of access: 06.30.25

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?

Yes No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

<input checked="" type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (<i>list below</i>):	

Information owner review (*internal use only*)

Name of reviewer: Marci Lail	Review date: 08/02/2021
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Access determination:
 Role or group assigned (*if applicable*):
 Access is: Choose one
 Reason for determination:

System 3

Name of system: GetCare

Type of access requested: Read/write (please describe):

Description of access:
 Access is required to provide ADRC services and Older Americans Act Services.

Expiration date of access: 06.30.25

Information type

Will information being shared or accessed be identifiable (*i.e., names, DOB, address, etc.*)?
 Yes No

If yes, what protected information will be shared or accessed? (*Check all that apply.*)

<input checked="" type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (<i>list below</i>):	

Information owner review (*internal use only*)

Name of reviewer: Rodney Schroeder	Review date: 1/22/2023
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Access determination:
 Role or group assigned (*if applicable*):
 Access is: Granted as requested
 Reason for determination:

System 4

Name of system: Random Moment Sampling

Type of access requested: Read/write (please describe):

Description of access: Access is required for time-tracking for Oregon Medicaid Administrative Claiming.	
Expiration date of access: 06.30.25	
Information type	
Will information being shared or accessed be identifiable (<i>i.e., names, DOB, address, etc.</i>)? <input checked="" type="radio"/> Yes <input type="radio"/> No	
If yes , what protected information will be shared or accessed? (<i>Check all that apply.</i>)	
<input checked="" type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (<i>list below</i>):	
Information owner review (<i>internal use only</i>)	
Name of reviewer: Rodney Schroeder	Review date: 1/22/2023
Access determination:	
Role or group assigned (<i>if applicable</i>):	
Access is: Granted as requested	
Reason for determination:	

System 5	
Name of system: ONE	
Type of access requested: View only (please describe):	
Description of access: Access is required to provide ADRC and OPI-M / FCAP Medicaid work.	
Expiration date of access: 06.30.25	
Information type	
Will information being shared or accessed be identifiable (<i>i.e., names, DOB, address, etc.</i>)? <input checked="" type="radio"/> Yes <input type="radio"/> No	
If yes , what protected information will be shared or accessed? (<i>Check all that apply.</i>)	
<input checked="" type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (<i>list below</i>):	
Information owner review (<i>internal use only</i>)	
Name of reviewer: Stacey Daeschner	Review date: 01/23/2023
Access determination:	
Role or group assigned (<i>if applicable</i>):	
Access is: Choose one	

Reason for determination:

System 6

Name of system: ORRAI Power Bi Reports

Type of access requested: Read/write (please describe):

Description of access:
To pull customized reports about services.

Expiration date of access: 06.30.25

Information type

Will information being shared or accessed be identifiable (i.e., names, DOB, address, etc.)?

Yes No

If yes, what protected information will be shared or accessed? (Check all that apply.)

- Protected health information (PHI)
- Personally identifiable information (PII)
- Financial information
- Federal tax information (FTI)
- Criminal justice information (CJI)
- Payment card information (PCI)
- Social Security Administration (SSA data)
- Other (list below):

Information owner review (internal use only)

Name of reviewer: Iman Ahmadi Review date: 07.10.23

Access determination:

Role or group assigned (if applicable):

Access is: Choose one

Reason for determination:

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

Section 4. Program sponsor

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

Verification of need to know:

As program sponsor, I certify that sections 1 through 3 of this form note the minimum necessary access.

Date: 07.10.23

Name (first, last):	Rodney Schroeder
Position/title:	Community Services and Supports Manager
Office:	APD Design
Program:	APD
District name:	Central

Work street address:	500 Summer Street NE
City, State, ZIP:	Salem, OR 97301
Phone (<i>include ext.</i>):	541.305.3489
Email:	RODNEY.B.SCHROEDER@odhs.oregon.gov

Section 5. Program requestor

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

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

Submission

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

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

Submit by email

DHS/OHA Information Security and Privacy Office use only

Date received: 07.10.23	Date completed: 07.11.23
Date approved by all information owners:	Date executed: N/A
Notes: 785 on file. Part of the 118 process. PSA provided.	
Completed by: Shannon Corr	