



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

September 28, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners

Clackamas County

Approval of Amendment #2 extending duration of an Intergovernmental Agreement with the Oregon Department of Human Services for the provision of County’s participation in the US Department of Health and Human Services Title IV-E Reimbursement Program. Amendment adds \$0 and 2 years, agreement value is not to exceed \$400,000 over 3.33 years. Funding is through the US Department of Health and Human Services. No County General Funds are involved.

Previous Board Action/Review	20220428 II.G.i and 20221103 III.C.1		
Performance Clackamas	1. Ensure youth receive the appropriate level of supervision and case management while helping to develop natural supports that will continue beyond the involvement of the Juvenile Department. 2. Ensure safe, healthy, and secure communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Ed Jones	Contact Phone	503-650-3169

EXECUTIVE SUMMARY: The State of Oregon Department of Human Services, Office of Child Welfare Programs has worked collaboratively with the Counties in Oregon, including Clackamas County Juvenile Department, to bring the United States Department of Health and Human Services, Administration for Children and Families, Title IV-E Reimbursement Program funding to the county. Title IV-E partial reimburses the Juvenile Department a variable percentage of the allowable cost of services render to eligible youth at risk of being placed out of their home and is used to partially offset the cost of short-term residential program beds. This amendment extends the expiration date from September 30, 2023 to September 30, 2025.

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

Respectfully submitted,

Christina L. McMahan
Juvenile Department Director

For Filing Use Only



Agreement Number 172608

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number **02** to Agreement Number **172608** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS,” and

**Clackamas County
Acting by and through its Juvenile Department
2121 Kaen Road,
Oregon City, OR 97045
Attention: Ed Jones
Telephone: 503-650-3169
Fax: 503-655-8448
E-mail address: EJones@clackamas.us**

hereinafter referred to as “County.”

1. This amendment, when fully executed by every party, shall become effective on **September 30, 2023**.
2. The Agreement is hereby amended as follows:
 - a. Section 1. “**Effective Date and Duration.**” is amended only to extend the Agreement expiration date from **September 30, 2023** to **September 30, 2025**.
 - b. **Exhibit B, “Standard Terms and Conditions”, Section 24., “Notice” ODHS address only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

**ODHS: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350 500 Summer Street NE, E-03
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324**

- g. County’s Federal Employer Identification Number (FEIN) provided to ODHS is true and accurate. If this information changes, County shall provide ODHS with the new FEIN within 10 days.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.

**Clackamas County
Acting by and through its Juvenile Department
By:**

Authorized Signature

Printed Name

Title

Date

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

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)

Oregon Department of Justice Date

EXHIBIT F

Privacy and Security Agreement

1. **PURPOSE.** Contractor 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 perform the Work. The terms and conditions of this Privacy and Security Agreement govern:
 - 1.1. Contractor's Use of Data;
 - 1.2. Contractor's Access to ODHS' Information Assets and Systems;
 - 1.3. The periodic exchange of Data between ODHS' and Contractor's systems via electronic means; and
 - 1.4. The interconnection between ODHS' and Contractor's respective networks and information systems.
2. **TERM.** This Privacy and Security Agreement is effective for a period coterminous with the Contract, 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 Contractor in the course of completing the Work, provided through the Network and Information Systems to Contractor, 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.

- 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, Contractor 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 Contractor's request and, if approved in writing by ODHS, the parties will amend the Contract 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.** Contractor 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 Contractor or its subcontractors or agents discover or are notified of an Incident or a Breach, including a failure to comply with Contractor's confidentiality obligations under this Contract, Contractor 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 Contractor's obligations under applicable law.

- 5.3. **Requests for Data.** In the event Contractor receives a third-party request for Data, including any electronic discovery, litigation hold, or discovery searches, Contractor 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 Contractor’s compliance with the Contract, Contractor 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. Contractor 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 Contractor’s obligations under Exhibit A, Part 3, “Special Provisions”, Section 1 regarding Confidentiality of Information:
- 7.1. **Generally.** Contractor shall hold all Client Records, and other information as to personal facts and circumstances obtained by Contractor 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.** Contractor 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 Contract. 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. Contractor shall comply with laws, regulations, and policies applicable to the information described in Exhibit F-1, including as specified in this Contract.
- 7.4. **Training.** Contractor’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. Contractor shall provide periodic privacy and security training to its employees, subcontractors, and agents.
8. **SECURITY REQUIREMENTS.**
- 8.1. **Compliance with Laws, Regulations, and Policies.** Contractor 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 to the extent Contractor receives Protected Health Information (as defined in HIPAA) in connection with this Agreement.]

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.** Contractor 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.** Contractor 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. Contractor shall monitor, periodically assess, and update its security controls and risk to ensure continued effectiveness of those controls.

8.4. **Security Risk Management Plan.** Contractor 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. Contractor shall make its security risk management plan available to ODHS for review upon request.

8.5. **Audit Rights and Access.** Contractor 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 Contractor's officers, agents, contractors, subcontractors, employees, facilities and records for ODHS to:

- 8.5.1. Determine Contractor's compliance with this Privacy and Security Agreement,
- 8.5.2. Validate Contractor'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 Contractor. 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 Contractor 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 Contractor.
- 9.2. **Contractor's Responsibilities for User Accounts.** Contractor shall facilitate completion of any forms (such as the IAR) for each person for whom Access is requested.
 - 9.2.1. Contractor 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. Contractor is responsible for ensuring information provided by its Users is accurate, complete, and up to date.
 - 9.2.3. Contractor shall immediately notify ODHS when a User, group of Users, or Contractor, no longer requires Access whether due to changes in duties or due to changes in Contractor's programs related to this Contract.
- 9.3. **Security and Disposal.** Contractor shall maintain security of equipment, and ensure the proper handling, storage and disposal of all Information Assets accessed, obtained, or reproduced by Contractor and its Users to prevent inadvertent destruction or loss. Contractor shall ensure proper disposal of equipment and Information Assets when authorized use ends, consistent with Contractor's record retention obligations and obligations regarding Information Assets under this Contract.
- 9.4. **Prevention of Unauthorized Access.** Contractor shall prevent any Access to State of Oregon Network and Information Systems by its Users that is not authorized in

accordance with this Contract and applicable law, and shall implement and maintain safeguards to prevent unauthorized access.

- 9.5. **Access from Outside the US and its Territories.** Contractor 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. Contractor 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 Contract.
 - 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 Contractor 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 Contractor 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 Contractor to cure the unauthorized use or disclosure and end the violation, and terminate the Access if Contractor 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.** Contractor 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 Contract and applicable law.
- 9.9. **No Impairment.** Contractor 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.** Contractor 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.** Contractor 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 Contractor if Access is no longer needed by Contractor.
- 10.4. ODHS may immediately revoke the Access granted Contractor for Contractor's failure to comply with the requirements of this Privacy and Security Agreement. In such event, ODHS will provide subsequent written notice to Contractor's point of contact. ODHS may, to the extent it determines it is reasonable and able to do so, provide advance notice to Contractor 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 Contract or this Privacy and Security Agreement for any reason whatsoever, Contractor 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 Contractor 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 14, Records Maintenance and Access, Contractor shall not retain any copies of Information Assets. Contractor 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, Contractor 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. Contractor shall maintain protections required by law or the Contract for any retained State of Oregon Information Asset for so long as Contractor (including through any subcontractor) retains it.

12. INDEMNIFICATION AND INSURANCE. Indemnification and insurance coverages provided by Contractor under the Contract 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.** Contractor shall ensure all subcontractors providing services related to this Privacy and Security Agreement are held to the same requirements as Contractor.

Remainder of page left blank intentionally

**EXHIBIT F-1
THIRD PARTY INFORMATION SYSTEM ACCESS REQUEST (FORM MSC 0785)**



SHARED SERVICES
Information Security and Privacy Office



Third Party Information System Access Request

Reset form

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

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

④ Hover over **blue** text for more information.

Request type (required): Renewal without changes (user please add agreement number) ▾	Agreement number: 172608
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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	
Contact name (first, last):	Ed Jones
Position/title:	Administrative Services Manager
Work street address:	2121 Kaen Road
City, State, ZIP:	Oregon City, Oregon 97045
Phone:	503-650-3169
Email:	EJones@clackamas.us
Website address (optional):	

Additional contact for third party

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

Same contact information as above.

Section 2. Governing contract details

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

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

Background checks

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

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

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

Section 3. Access description

Reason for access

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

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

Requested access start date: _____

Method of access

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

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

Access and information flow will occur from:

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: OR-Kids	
Type of access requested: Read/write (please describe): <input type="checkbox"/>	
Description of access: 3rd party requires access to OR-Kids to make eligibility determinations and document Title IV-E Youth in the care/custody of the juvenile department and support the pass through of Title IV-E Maintenance Funding reimbursement. OR-Kids access using OR ID and user connection to security group JD / OYA *This is dependent on the role within JD / OYA*	
Expiration date of access: 09.30.2025	
Information type	
Will information being shared or accessed be identifiable (i.e., names, DOB, address, etc.)? <input checked="" type="radio"/> Yes <input type="radio"/> No	
If yes, what protected information will be shared or accessed? (Check all that apply.)	
<input type="checkbox"/> Protected health information (PHI)	<input checked="" type="checkbox"/> Personally identifiable information (PII)
<input checked="" type="checkbox"/> Financial information	<input type="checkbox"/> Federal tax information (FTI)
<input type="checkbox"/> Criminal justice information (CJI)	<input type="checkbox"/> Payment card information (PCI)
<input type="checkbox"/> Social Security Administration (SSA data)	
<input type="checkbox"/> Other (list below):	
Information owner review (internal use only)	
Name of reviewer: Cassie Budeau	Review date: 08/09/2023
Access determination:	
Role or group assigned (if applicable): JD / OYA *This is dependent on the role within JD / OYA*	
Access is: Granted as requested <input type="checkbox"/>	
Reason for determination:	
Add another system	Remove this system (above)

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

Section 4. Program sponsor

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

Verification of need to know:	
<input checked="" type="checkbox"/> As program sponsor, I certify that sections 1 through 3 of this form note the minimum necessary access. Date: 08.09.23	
Name (first, last):	Sherril Kuhns
Position/title:	Program Manager
Office:	Office of Child Welfare

Program:	Federal Policy & Resources Program
District name:	Central Office
Work street address:	500 Summer Street NE, E16
City, State, ZIP:	Salem, OR 97301
Phone (include ext.):	503-569-6148
Email:	sherril.kuhns@odhs.oregon.gov

Section 5. Program requestor

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

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

Submission

Click the submit button below to submit electronically, or email this completed form to the Information Exchange (InfoEx) Program within the Information Security and Privacy Office at DHSOHA.InfoEx@dhsoha.state.or.us. 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: 08.09.23	Date completed: 08.09.23
Date approved by all information owners: 08.09.23	Date executed: N/A
Notes: 785 on file. Part of the 118 process. PSA provided.	
Completed by: Shannon Corr	

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: _____, hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

_____ by email.

Contractor's name

On _____,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

COUNTY COUNSEL DOCUMENT REVIEW
TRANSMITTAL FORM

DATE: August 15, 2023

TO: COUNTY COUNSEL
ATTORNEY: Jeff Munns

FROM: Danielle Valdez

EXTENSION: 8788

DEPARTMENT/DIVISION: Juvenile

BILL TO: Juvenile

(Department/Division to be billed)

TYPE OF DOCUMENT: Amendment 2 to Contract 172608

NAME OF DOCUMENT: AMENDMENT TO STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT. Amendment number 02 to Agreement
Number 172608 between the State of Oregon, acting by and through its Oregon
Department of Human Services, hereinafter referred to as "ODHS" and Clackamas
County, acting by and through its Juvenile Department.

REQUESTED RETURN DATE: As soon as reasonably possible.

APPROVED AS TO FORM:

County Counsel:  Date: 8/15/2023

Counsel Comments:

COUNTY COUNSEL DOCUMENT REVIEW
TRANSMITTAL FORM

DATE: September 21, 2023

TO: COUNTY COUNSEL
ATTORNEY: Jeff Munns

FROM: Danielle Valdez

EXTENSION: 8788

DEPARTMENT/DIVISION: Juvenile

BILL TO: Juvenile

(Department/Division to be billed)


TYPE OF DOCUMENT: Amendment 2 to Contract 172608

NAME OF DOCUMENT: AMENDMENT TO STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT.

*Update to approved review on 8/15/2023, please see page 1, #1 for adjustment
(172608-2 final rev)

REQUESTED RETURN DATE: As soon as reasonably possible.

APPROVED AS TO FORM:

County Counsel:  _____ Date: 9/21/2023

Counsel Comments: _____

