

June 3, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for a Revenue Intergovernmental Agreement with Oregon Department of Human Services,
Office of Vocational and Rehabilitation Services for Job Placement and Job Retention Services

Purpose/Outcomes	Provides Job Placement and Job Retention services to clients who have a severe and persistent mental illness to find and retain employment.
Dollar Amount and Fiscal Impact	This is a revenue agreement with a maximum value of \$300,000.
Funding Source	No County General funds are involved
Duration	April 1, 2021 – March 31, 2023
Previous Board Action	The board last reviewed and approved this agreement on January 7, 2021, Agenda Item 010721-A13
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Counsel Review	1. April 28, 2021 2. KR
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. Original contract amount was direct procurement.
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	10132

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a revenue Intergovernmental Agreement (IGA) with Oregon Department of Human Services, Office of Vocational and Rehabilitation Services.

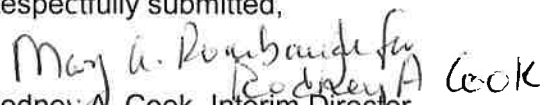
This renewal IGA provided Job Placement and Job Retention services to clients who have a severe and persistent mental illness to find and retain employment. Reimbursement is on a performance based fee-for-service basis.

This IGA has a maximum contract value of \$300,000. It is effective April 1, 2021 and terminated on March 31, 2023. This IGA is retroactive as CCHCD did not receive the document from the State until after the effective date.

RECOMMENDATION:

Staff recommends approval of agreement and authorizes the Director of Health, Housing and Human Services to sign agreement.

Respectfully submitted,


Rodney A. Cook, Interim Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

Clackamas.us/h3s

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10132	Division: HC	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Howard, Rebecca	<input checked="" type="checkbox"/> Revenue
	Program Contact: Ketola, Emily	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item **BCC Agenda** **Date:** Thursday, June 3, 2021

CONTRACT WITH: OR-DHS

CONTRACT AMOUNT: \$300,000.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input checked="" type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - _____	<input checked="" type="checkbox"/> Biennium _____ - _____
<input checked="" type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 4/1/2021 - 3/31/2023

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If nc, explain why:

Business Automobile Liability: Yes No, not applicable No, waived
If nc, explain why:

Professional Liability: Yes No, not applicable No, waived
If nc, explain why:

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by Rastetter, Kathleen Date Approved: Wednesday, April 28, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

<input checked="" type="checkbox"/>	New Agreement/Contract
<input type="checkbox"/>	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Health Centers

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: OR-DHS

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 6/3/2021

PURPOSE OF

CONTRACT/AGREEMENT: Support Employment Services - Job Placement
Individual Placement Supports (IPS)

H3S CONTRACT NUMBER: 10132

COUNTY COUNSEL DOCUMENT REVIEW TRANSMITTAL FORM

DATE: Wednesday April 28, 2021

TO: COUNTY COUNSEL ATTORNEY: Kathleen Rastetter or available County Attorney

FROM: Rebecca Howard Contract Administration

EXTENSION: 971-940-8208

DEPARTMENT/DIVISION: **Health, Housing and Human Services Department**

BILL TO (*Department/Division to be billed*): Health Centers

Contract # **10132**

TYPE OF DOCUMENT: *Intergovernmental Agreement*

CONTRACTOR NAME: Oregon Department of Human Services, Office of Vocational and Rehabilitation Services

REQUESTED RETURN DATE:

Thank You!

APPROVED AS TO FORM:

County Counsel: _____

Kathleen J. Rastetter

Date: _4/28/2021_

Counsel Comments: _____

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: 169642, hereinafter referred to as "Document."

I, Rodney A Cook Interim Director
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 Clackamas County, Oregon Acting by and through its Health Housing and Hum 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.



Agreement Number 169642

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

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

**Clackamas County, Oregon
Acting by and through its Health, Housing and Human Services Department
2051 Kaen Rd #367
Oregon City, OR 97045
Attention: Rebecca Howard
Telephone: (503) 722-6321
E-mail address: rhoward@clackamas.us**

hereinafter referred to as "County."

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

**Office of Vocational Rehabilitation Services
500 Summer Street NE
Salem, Oregon 97301
Agreement Administrator: Michelle Robinson or delegate
Telephone: (503) 475-9269
Facsimile: (503) 947-5025
Email: VR.ContractInquiries@dhs.oha.state.or.us**

1. Effective Date and Duration.

- a. This Agreement, when fully executed by every party, shall become effective on **April 1, 2021** regardless of the date it is actually signed by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **March 31, 2023**. Agreement termination shall not extinguish or prejudice ODHS right to enforce this Agreement with respect to any default by County that has not been cured.
- b. The purpose of this Agreement is to update and create new Individual Placement and Support (“IPS”) Program requirements and replace Agreement **149599** with this new Agreement **169642**, and the intent is to continue uninterrupted the Work authorized under Agreement **149599** but has not yet been completed. Unless County notifies ODHS within ten calendar days of execution of this Agreement, the Work authorized under Agreement **149599**, but not yet completed, shall be authorized under this Agreement **169642**, and the Work shall then be subject to the terms and conditions of this Agreement **169642**.

2. Agreement Documents.

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

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

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

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

3. Consideration.

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$300,000.00**. ODHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. ODHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

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

County is a subrecipient County is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 84.126.

5. **County Data and Certification.**

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

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): County of Clackamas, Oregon

Street address: 2051 Kaen Road

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

Email address: rhoward@clackamas.us

Telephone: (503) 722-6321 Facsimile: (503) 742-5979

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

Workers' Compensation Insurance Company: self-insured

Policy #: _____ Expiration Date: _____

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

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

- (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (7) County's Federal Employer Identification Number (FEIN) provided is true and accurate. If this information changes, County is required to provide ODHS with the new FEIN within 10 days.

(Remainder of page intentionally left blank)

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

- 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, Oregon
Acting by and through its Health, Housing and Human Services Department
By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

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

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Approved via e-mail by:
Jeffrey J. Wahl, Attorney-in-Charge, Health and Human Services Section 4/26/2021
Department of Justice Date

EXHIBIT A

Part 1 Statement of Work

1. Overview and Purpose

The ODHS Office of Vocational Rehabilitation Services (“VR”) is responsible for the administration and operation of Oregon’s rehabilitation programs. VR provides assistance to over 16,000 individuals experiencing a wide variety of disabilities, in service settings that include employment readiness, youth transition, and direct vocational support through its Vocational Rehabilitation Counselors (“VRC”). VR provides services to eligible Oregonians with disabilities consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

This Agreement provides Individual Placement Support (“IPS”) services to VR Participants in Competitive Integrated Employment.

2. Definitions

For the purposes of this Agreement, terms listed below shall have the following meanings:

- a. **“Authorization for Purchase” or “AFP”** means a document created in the Oregon Rehabilitation Case Automation (“ORCA”) system that allows expenditures to occur on behalf of a Participant. An AFP serves as Oregon VR’s guarantee of payment to a vendor or a Participant for the purchase of goods and services.
- b. **“Competitive Integrated Employment”** means work that:
 - (1) Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate required under the applicable state or local minimum wage law for the place of employment;
 - (2) Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and
 - (3) Is eligible for the level of benefits provided to other employees; and
 - (4) Is at a location typically found in the community; and
 - (5) Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and vendors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same

extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons; and

- (6) Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.
- c. **“Core Competency”** means the foundation of employment professional’s knowledge and is intended to be part of the larger organizational training and competency plan for individuals who deliver employment services. Demonstration of competency may be achieved by completing 12 Core Competency trainings.
- d. **“Direct Job Placement”** means the immediate placement of a Participant into Competitive Integrated Employment, that aligns with the Participant’s job goal and the number of work hours requested, at any point prior to the County’s Referral.
- e. **“Individual Placement and Support” or “IPS”** means the model of supported employment for people with serious mental illness. IPS supported employment helps people living with behavioral health conditions work at Competitive Integrated Employment opportunities that align with their Informed Choices. For purposes of this Agreement, IPS is an evidence-based practice of supported employment.
- f. **“Individualized Plan for Employment” or “IPE”** means a plan for attaining the individual's vocational objective. The IPE identifies services necessary to assist the individual to prepare for, secure, retain, regain an employment outcome or advance in their career consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. The IPE identifies the vocational goal, hours of work desired per week, required services, approved service providers, costs, time frames, and the individual's responsibilities under the plan.
- g. **“Informed Choice”** means that an individual, and any guardian or representative who applies for Vocational Rehabilitation services, or is eligible to receive services, shall be an active and full partner throughout the vocational rehabilitation process as described in 34 CFR § 361.52. Informed Choice also means the VRC clarifies choices by using the preferred language of the applicant or Participant and using rehabilitation counseling knowledge and skills; and individuals receive enough information to make a decision concerning the rehabilitation process and Competitive Integrated Employment opportunities.
- h. **“IPS Career (Vocational) Profile”** means a summary of information gathered from Participant’s support team and mental health treatment team. The summary information in the IPS Career (Vocational) Profile will indicate the support needs of the Participant on the job and will be used to help identify a job or career goal, for job searching, and for the on-the-job supports. It collects and stores information about a Participant’s workplace capabilities and limitations. An IPS Career (Vocational) Profile goes beyond objective measures such as aptitude test

scores to include notations regarding the Participant's strengths, interests, needs, and goals.

- i. “Job Development”** means activities completed by the County, after the acceptance of the Job Placement Strategy Report by the VRC and Participant, that are needed to obtain Competitive Integrated Employment. Job Development includes all work outlined and accepted in the Referral form, all strategies and methods outlined in the Job Placement Strategy Report, as well as any additional meetings necessary to accomplish the work.
- j. “Job Placement”** means the Participant's agreed-upon vocational goal and the hours Participant requests to work as documented in the accepted Referral form and Job Placement Strategy Report.
- k. “Job Placement Strategy Report” or “JP Strategy Report”** means the report that defines the Participant's documented work conditions and involvement for success on the job, including number of hours and job type; addresses the information in the Referral form and the IPS Career (Vocational) Profile; and outlines the unique set of steps the County will take for placement and retention. This is a standardized VR form.
- l. “Job Placement Strategy Review”** is the first Monthly Job Placement Report describing the effectiveness and progress of the steps and expectations outlined in the Job Placement Strategy Report for placement and retention.
- m. “Job Retention”** means an array of individualized services, provided by the County, while working with the Participant and employer, to discern issues, problems and solutions on the job, and to ensure Participant's employment success. It includes ongoing and routine engagement of employer and or Participant to identify issues affecting job performance and to establish a plan for remediation which will allow the Participant to make changes to maintain employment. This will be based on Participant's preference of disclosure. Retention has been successfully achieved when the Participant has reached 90 days of successful employment and Job Stability. Job Retention is not job coaching.
- n. “Job Search Plan”** means a plan created after completion of the IPS Career (Vocational) Profile to plan for the barriers to Competitive Integrated Employment that are identified in the Profile, with the help of the Participant's mental health treatment team and natural supports. Employment goals and preferences are also identified, and job search strategies are developed.
- o. “Job Stability”** means the Participant and employer agree that the job is satisfactory, Participant is adequately performing the duties of the job to the Participant's and employer's satisfaction, and the job continues to match the vocational goal and number of hours as listed on the IPE and Job Placement Strategy Report. Long-term supports have been defined and are in place, if needed.

- p. **“Licensed Mental Health Professional” or “LMHP”** means an individual who is qualified by education, licensing, and training to meet the professional standards of conduct set forth by an Oregon state licensing authority.
- q. **“Monthly Job Placement Report”** means the report that outlines the service month’s process for Job Development by completing the standardized VR form.
- r. **“Monthly Job Retention Report”** means the report that outlines the service month’s process for Job Retention by completing the standardized VR form.
- s. **“Office of Developmental Disabilities Services” or “ODDS”** means the ODHS organizational unit that focuses on the planning of services, policy development, and regulation of programs for individuals that have intellectual and or developmental disabilities.
- t. **“Oregon Forward,”** formerly known as a “Qualified Rehabilitation Facility” or “QRF” means a qualified nonprofit agency as described in ORS 279.835 through 279.855
- u. **“Participant”** means a reportable individual has been determined eligible for VR services and can benefit from rehabilitation services to assist in achieving Competitive Integrated Employment. This excludes:
 - (1) Students that have only been determined potentially eligible for Pre-Employment Transition Services (“Pre-ETS”).
 - (2) Individuals who receive their only VR service under the limitations on subminimum wage project.
 - (3) Participants in Trial Work Experience (“TWE”).
- v. **“Qualified Mental Health Associate” or “QMHA”** means an individual delivering services under the direct supervision of an QMHP. The QMHA is responsible for providing rehabilitative mental health and some treatment services to individuals suffering from severe emotional disorders.
- w. **“Qualified Mental Health Professional” or “QMHP”** means a clinician in the human services field who is trained, and experienced in providing psychiatric or mental health services to individuals who have a psychiatric diagnosis. If the QMHP is also a Licensed Mental Health Professional as defined in subsection (q), above, the QMHP may perform the services designated for the LMHP unless it is specifically prohibited by their licenses.
- x. **“Referral”** means the completed standardized “Job Placement Referral” form. The Referral will include the Participant’s vocational goal, amount of work hours per week desired by the Participant, disability barriers, predetermined Job Placement track, and additional elements necessary to make an informed decision whether to accept or deny the Referral.
- y. **“Self-Placement”** means a Participant discovers a job lead, applies, interviews and obtains employment on their own without assistance from a Job Placement services contractor. Self-Placement may occur at the same time as Job Placement services.

- z. **“Vocational Rehabilitation” or “VR”** means the office within the Oregon Department of Human Services responsible for carrying out the responsibilities specified in Oregon Revised Statutes (“ORS”) 344.510 through 344.690.

3. VR Non-HIPPA Confidentiality Statement

Both Oregon and federal law allow VR to use necessary client information without authorization for “purposes directly connected with the administration of the vocational rehabilitation program.” 34 CFR 361.38(b); see also ORS 344.600; ORS 411.320(1); OAR 582-030-0010(2); OAR 407-014-0010(4); and OAR 407-014-0020(2).

4. Standardized Forms

County shall use the standardized forms created for County’s use by VR and made available on the VR website:

<https://www.oregon.gov/dhs/EMPLOYMENT/VR/Pages/Providers-Partners.aspx>

VR forms are periodically updated to meet programmatic requirements. The following is the list of VR’s Job Placement standardized forms:

- a. Job Placement Referral Form
- b. Job Placement Strategy Report Form
- c. Monthly Job Placement Report Form
- d. Monthly Job Retention Report Form
- e. Job Placement and Retention Verification Form
- f. Direct Placement Referral Form
- g. Direct Placement Strategy Report Form
- h. Direct Placement Retention Form
- i. OSECE – VR Completion of Required Trainings Form

5 Referral

- a. The County’s IPS Supported Employment and/or Educational Specialist conducts the comprehensive IPS Career (Vocational) Profile assessment of an individual and refers the individual to a VR office. The County requests an introductory meeting and provides the individual’s IPS Career (Vocational) Profile, Job Search Plan, and other documents required to determine the individual’s eligibility. A VRC uses the documents provided by the County to determine the appropriate Job Placement services for the individual.
- b. Within ten calendar days of receiving the IPS Career (Vocational) Profile, the VRC will schedule an introductory meeting with the County and the individual to review the information provided. If additional information is needed from the County, the VRC will request the additional information and the County will have ten calendar days to submit the additional information to the VRC prior to the scheduled introductory meeting.
- c. Introductory Meeting
 - (1) The introductory meeting between the VRC, the individual, and the County consists of a discussion of VR’s Job Placement processes including eligibility determination, and the design of the IPE. The

introductory meeting objective is a discussion to share assessment results, disability information, vocational goals and interests, family support availability, transportation concerns, or other relevant information, and to assist the County in the provision of effective services to the individual.

- (2) The VRC, the individual, and the County may agree the introductory meeting is not necessary. The VRC will make the final decision about the introductory meeting when there is disagreement about its need.

6 IPS Career (Vocational) Profile

An IPS Career (Vocational) Profile (the “Profile”) is necessary for the IPS Participants in all Job Placement tracks. County shall submit a completed Profile as described in section 5 “Referral,” above. Examples of Profile elements are a resumé, an on-line application in print, profile page, interview skill building, and other job preparation activities deemed necessary by the VRC to reach a successful employment outcome. Participant’s preferences, supports and benefits received should also be included in the Profile.

7 Participant Self-Placement

If a Participant Self-Placement occurs within 45 calendar days of the date the VRC received the Referral from the County, County shall complete the Job Placement Strategy Report and County’s Job Placement services will end for the Participant.

8. Description of IPS Job Placement Tracks

a. Job Placement Track 2 – Supported and or Customized

Track 2 is designed for Participants with significant disabilities who demonstrate motivation but lack the ability to be competitive in the job market, such as difficulty multi-tasking or who demonstrate lower productivity levels than others who perform similar work tasks in a competitive environment. Participants in Track 2 will require more flexible strategies, such as working with employers to facilitate placement, customizing a job description based on existing or unidentified employer needs, developing a set of job duties, modifying work schedule, or arranging for provision of job supports.

b. Job Placement Track 3 – Intensive Support and or Customized

Track 3 is intended for supported employment consumers who exhibit the most significantly challenging functional limitations. There is no job description with intensive customized employment and the IPS Supported Employment and/or Educational Specialist shall negotiate with the employer to create a job where the Participant can use their skills to benefit the employer. The employer will help the Participant develop their job description and support the development of supports at the worksite.

9 IPS Job Placement Services

a. Job Placement Strategy

- (1) County shall conduct activities to complete a comprehensive and individualized Job Placement Strategy Report outlining the strategies and

methods County will use to achieve a successful Job Placement for a Participant.

- (2) County shall utilize the provided by the VRC. County shall conduct meetings with the Participant to discuss in detail the strengths, resources, priorities, concerns, abilities, legal issues, transportation needs, and interests as related to the Individualized Plan for Employment goal to list on the Referral form; and any functional limitations and how these impact employment.
- (3) Additional activities necessary to complete the Job Placement Strategy Report may include field trips and job shadows with the Participant in the community to understand and observe behaviors and motivations, and job seeking abilities.

b. Job Placement Strategy Report

- (1) The JP Strategy Report is due to the VRC within 45 calendar days of the introductory meeting or from the VRC's approval of the IPS services for the Participant.
- (2) The JP Strategy Report shall be completed on the standardized Job Placement Strategy Report form supplied by VR and shall be individualized to the Participant and comprehensive. When approved and signed by the County and the Participant, the report will be submitted to the VRC prior to the Job Placement Strategy meeting. When approved and signed by the VRC, the JP Strategy Report will be provided to the County and Participant.
- (3) If Participant's vocational goal changes during the course of IPS Job Search activities and the VRC and Participant agree that a new vocational goal is acceptable, the County is responsible for updating the JP Strategy Report with the goal change and the new or additional strategies that will be used to obtain and retain a successful placement.

c. Job Placement Strategy Meeting

The VRC, County, and Participant shall meet to review the JP Strategy Report, discuss the specific strategies outlined, and determine if the JP Strategy Report matches what was requested in the Referral and the required outcomes of the Job Placement services for the Participant.

d. Job Placement Strategy Report Acceptance or Rejection

- (1) The JP Strategy Report is accepted when the VRC, the County, and the Participant agree on the outlined strategies and services, and the report has been signed by the VRC, County, and the Participant. County may submit an invoice for payment for the report upon acceptance.
- (2) The VRC will reject the JP Strategy Report when outlined strategies do not match the Referral and are insufficient to meet the Participant's needs.

- (3) If the JP Strategy Report is rejected, the VRC will give the County an additional 15 calendar days from the date of rejection to revise the report to meet the Participant's needs.
- (4) County may not invoice for the Job Placement Strategy Report until the report has been accepted by the VRC.

10. IPS Supported Employment and/or Supported Education Services

- a. Supported Employment and/or Supported Education Specialist Qualifications:
The County and County's employees and subcontractors shall meet the Qualified Mental Health Associate ("QMHA") or the Qualified Mental Health Professional ("QMHP") standards described in OAR 291-124-1030.
- b. Supported Employment and/or Supported Education Specialist Core Competency:
 - (1) The County and County's employees and subcontractors shall have the ODHS-approved credentials and shall have completed the Core Competency trainings before providing Job Development services.
 - (2) The time frame for completion of Supported Employment and/or Supported Education Specialist Core Competency trainings for County and County's employees, who are not already Job Development providers, will be within 12 calendar months of the execution of an IPS services Agreement, or the start of employment with a County with an IPS services Agreement.
 - (3) County, or a County-delegated manager or supervisor, shall send documentation of the Supported Employment and/or Supported Education Specialist's Core Competency compliance using the VR standardized "OSECE – VR Completion of Required Trainings Form," to the VR Agreement Administrator to be reviewed and approved.
 - (4) VR reserves the right to review and approve substantially equivalent training options that clearly demonstrate an equal level of skill and experience to meet the Job Developer Core Competency requirements. VR's management and contract team will review the Core Competency training documentation on an individual basis, will determine if the training is substantially equivalent, and may or may not provide approval.
- c. Job Development Reporting
 - (1) County shall submit monthly reports, after the first, full calendar month of Job Development services, with the JP Strategy Report, no later than the 15th calendar day of the following month.
 - (2) County performance expectations for Job Development are as follows:
 - (a) County shall use standardized Monthly Job Placement Report form(s) provided by VR.

- (b) Only the first Monthly Job Placement Report will generate a payment. An invoice shall be submitted with the first Monthly Job Placement Report.
- (c) If placement is achieved within the first full month of Job Development, County shall submit the Monthly Job Placement Report along with the standardized Job Placement and Retention Verification Form to receive payment.
- (d) If Job Development lasts 120 calendar days, the VRC, County and Participant will meet to discuss and determine if Job Development services should continue or what changes need to be made to reach a successful employment outcome. County shall submit an updated JP Strategy Report if Job Development services continue. There will be no additional payment for JP Strategy Report updates.
- (e) County shall submit ongoing Monthly Job Placement Reports up to Job Retention.

11. Employment Placement Services

- a. County shall place a Participant into an employment placement that meets the following expectations:
 - (1) Employment is in a competitive, integrated employment setting as defined by VR.
 - (2) Employment meets Participant’s vocational goal as outlined in the Referral form and the JP Strategy Report and is approved by the VRC and Participant.
- b. If the employment placement does not meet the vocational goal as stated in the Referral but is acceptable and deemed a good fit by the VRC and Participant, County will update the JP Strategy Report to reflect the new vocational goal.
- c. County shall submit a standardized Job Placement and Retention Verification Form and invoice to the VRC. Participant shall be on the job for three working days prior to County submitting the Verification Form and requesting payment for an initial employment placement. If a second employment placement occurs, the Participant shall be on the job for 30 working days prior to County submitting the Verification Form and requesting payment. An updated JP Strategy Report will be required for each subsequent employment placement.
- d. (Reserved).
- e. County shall not place Participant within an Oregon Forward facility, formerly known as a Qualified Rehabilitation Facility.
- f. Job Placement in conjunction with Job Placement Track 2 and Track 3 service levels may require a Participant to use more than one Job Placement in order to meet their required work hours as stated in their JP Strategy Report. When this

employment placement requirement occurs, a special provision may be implemented:

- (1) The special provision for Job Placement Track 2 and Track 3 service levels, as authorized by the Participant and the VRC, allows payments for multiple Job Placements using incremental steps of the standard Job Placement payment levels.
- (2) VR will issue payments for special provision employment placements incrementally: 50% of the total payment is paid for the first employment placement; and 50% of the total payment is paid for the second employment placement, after the second placement reaches the total number of hours agreed upon in the Participant's JP Strategy Report.
- (3) The VRC may authorize an additional 50% payment for a special provision employment placement, to achieve the total number of hours in the Participant's JP Strategy Report, and to reach Job Retention.
- (4) The special provision employment placement payment will be issued by VR, as authorized by the VRC, after Participant has been on the job for three working days and County has submitted required documentation.

12. Placement Acceptance or Rejection

a. Placement Acceptance

The VRC accepts placement when Participant, VRC, and County agree the placement meets the vocational goal, or the revised vocational goal, is appropriate, and the Job Placement and Retention Verification Form is signed. County will ensure all monthly reports are submitted prior to submitting an invoice for the placement payment.

b. Placement Rejection

If the placement does not meet the vocational goal, or the placement fails for any other reason, the VRC will evaluate the reasons for the failed placement and may allow County to attempt an additional placement or County may choose to end IPS services for the Participant.

13. Job Retention

a. County will submit a standardized Job Placement and Retention Verification Form and an invoice to the VRC if the following expectations have been met.

- (1) The VRC, Participant, County, and employer agree that 90 working days of successful employment and Job Stability have been achieved.
- (2) The necessary long-term supports have been established for Track 2 and Track 3 service levels.
- (3) The job matches the Participant's vocational goal and work hours requested on the Referral form.

b. Job Retention Acceptance or Rejection

- (1) Acceptance

- i. Using the approved VR form, County has submitted monthly communications to the VRC regarding Participant’s performance, employer’s expectations, and any performance evaluations during the Job Retention period. County submitted all required monthly reports prior to invoicing for the Job Retention payment.
 - ii. The VRC accepts the Job Retention and signs the Job Placement and Retention Verification Form. The VRC approves payment of the invoice.
- (2) Rejection

The required elements of a successful Job Retention have not been met by the County and the VRC does not approve the invoice for payment.

14. Additional IPS Employment Services

- a. Additional IPS employment services are optional services a County may provide for a Participant, when the VRC determines the services are necessary. The VRC will request the additional IPS employment services listed below using a standardized VR Referral form or the VR Authorization for Purchase (“AFP”).
- b. Additional IPS employment services include the following:
 - (1) Direct Placement
 - (2) An IPS Career (Vocational) Profile

15. IPS Direct Placement

- a. If County hires new employees to provide IPS Direct Placement services, County shall ensure the new employees meet the minimum qualifications for providing the Direct Placement services. Documentation that the new employee has met the minimum qualifications shall be maintained in the County’s file for the employees.
- b. The VRC will submit a Direct Placement Referral Form to the County to initiate the IPS Direct Placement services. This Direct Placement Referral Form is not required if County is initiating the Direct Placement Service with the VRC.
- c. The VRC, Participant, and County shall agree that the job is a match for the needs, job choice, and number of work hours for the Participant.
- d. County shall submit a Direct Placement Strategy Report to specify the strategies to be used to successfully retain the Direct Placement and a Direct Placement Retention Form when Job Retention has been achieved.
- e. VR will issue a payment for the IPS Direct Placement upon receipt and acceptance of the Direct Placement Strategy Report by the VRC and the County’s invoice. VR will pay the Direct Placement Retention fee upon receipt of the Direct Placement Retention Form and the County’s invoice.
- f. Payment timeframes are as follows:
 - (1) The Direct Placement Strategy Report fee will be paid after Participant has successfully completed three business days’ employment.

- (2) The Direct Placement fee will be paid after Participant has successfully completed 30 business days' employment.
- (3) The Direct Placement Retention fee will be paid after the Participant has successfully completed 90 business days' employment and Job Stability.
- g. VR will not pay the Direct Placement fee or the Direct Placement Retention fee if the Participant's employment ends before 30 business days. The VRC will decide with the Participant the next steps for the Participant in the VR process, such as further assessments, training, or Referral to Job Placement Services.
- h. County may submit an invoice for the Direct Placement fee if the Participant's employment ends between 30 and 90 business days. VR will not pay a Direct Placement Retention fee if this occurs. The VRC will decide with the Participant the next steps for the Participant in the VR process, such as further assessments, training, or Referral to Job Placement Services.
- i. If County receives a Referral for Job Placement Services to continue working with a Participant who had previously received Direct Placement services, VR will pay County one Job Placement fee, in addition to the Direct Placement fee described above.
- j. If Participant is employed at the time of Referral for Direct Placement services, County will complete the Direct Placement Strategy Report and the Direct Placement Retention Form. VR will only pay the County the Direct Placement Retention fee.

16. Direct Job Placement Training Requirements

- a. County and County's employees and subcontractors who will be providing IPS Job Placement Services are required to take the VR approved Direct Job Placement training within 12 months of Agreement execution.
- b. If County hires a new employee who will be providing IPS Job Placement Services, the new employee shall complete the VR approved Direct Job Placement training at the earliest opportunity the training is scheduled on the VR training schedule. When modifications are made to the mandatory Direct Job Placement training, County and County's employees and subcontractors may be required to attend the updated training.
- c. Direct Job Placement training information can be found on the VR website at: <http://www.oregon.gov/dhs/employment/VR/Pages/Index.aspx> .

17. Continuing Education Requirements

- a. Track 2 and Track 3
VR IPS contractors and contractor's employees and subcontractors providing Track 2 and Track 3 services shall complete at least 12 credit hours of ODHS approved continuing education per 12-month Agreement period to maintain skills and competencies.
- b. Requirements Specific to IPS Services

County and County employees and subcontractors providing IPS services shall complete the following mandatory ODHS trainings and maintain a yearly certification.

- (1) DHSOHA-ISPO – Information Security and Privacy Awareness
- (2) DHSOHA-HR – Fraud Detection and Prevention

c. County and County employees and subcontractors providing IPS services shall complete the following courses or an IPS equivalent within three months of Agreement execution, employee hire date, or subcontract execution. Yearly certifications shall be maintained.

- (1) DAS-CHRO-Maintaining a Harassment Free and Professional Workplace
- (2) DHSOHA - HR - Preventing Sexual Harassment
- (3) DAS-CHRO Violence Free and Weapons in the Workplace
- (4) DHSOHA-HR-2019 Preventing Harassment, Discrimination and Inappropriate Workplace Behavior
- (5) Confidentiality of Substance Use Treatment Information
- (6) HIPAA and Behavioral Health
- (7) Corporate Compliance and Ethics
- (8) Computer Security in the Workplace
- (9) Sexual Harassment for Employees
- (10) Safety Plans and Basic ALICE Course “Business”
- (11) Mandatory Abuse Reporting Training

18. Additional County Requirements

- a. In accordance with ORS 409.050, VR has adopted the requirements under OAR 411-345-0030 to meet the requirements as set forth in Executive Order 15-01 and to ensure all populations served by VR are provided services by equally skilled and highly qualified providers. These requirements are as follows:
 - (1) County shall have at least one employee in a supervisory position who has ODHS approved credentialing and has satisfied the Core Competency requirement.
 - (2) Providers independently contracted or subcontracted shall also have the ODHS approved credentialing and have satisfied the Core Competency requirements.
- b. County will be prohibited from negotiating services that are not in the executed IPS services Agreement with VR Branch Managers, Vocational Rehabilitation Counselors, or VR support staff.

19. Job Placement Service Coordination

- a. Each Participant will require an individualized employment outcome strategy to address the barriers related to their specific Employment Profile and the VRC and Participant will guide the County in its development, implementation and monitoring.
- b. If County, County's employees, or subcontractors is an Employment Network ("EN") with the Social Security Administration or the Ticket to Work ("TTW") program, and County has not signed the TTW General EN Contract with VR, as stated in CRF 411.400, County shall have the TTW General EN Contract signed and in place before County can provide Job Placement services under a Contract with VR awarded as a result of RFA DHS-5002-21.
- c. County will use secure emails when sending confidential Participant information to ensure the information is protected. County will follow the email encryption process approved by ODHS' Office of Information Security.
- d. ODHS may allow a co-enrolled ODDS Contractor to continue to provide employment services under a contract issued by VR. If Contractor is not compliant with training and or credentialing requirements, Contractor will submit an approved ODDS variance to the VR Agreement Administrator.

EXHIBIT A

**Part 2
Payment and Financial Reporting**

1. Payment Provisions.

- a. Payments will be made as described in subsection 2.2 of the DHS-5002-21 RFA document or as negotiated in the Agreement.

An example of these payment provisions is the use of a VR Authorization for Purchase (“AFP”). AFPs will be generated by the VRC at the beginning of each step in the Job Placement process that includes a payment and at the initiation of each additional service. County shall submit a copy of the AFP along with County’s invoice when requesting payment. County shall submit an invoice no later than 30 calendar days after the rendering of the currently authorized services.

- b. County shall send all invoices to ODHS’ VRC at the address listed on the AFP, or to any other address as ODHS may indicate in writing to County.
- c. County’s claims to ODHS for overdue payments on invoices are subject to ORS 293.462.
- d. ODHS will make payment to the County based on ODHS accepted and approved invoices according to the following schedules for achieved milestones and other services.

(1) Achieved Milestone Payments.

Job Placement Services	Milestone Payment Amount
Job Placement – (Referral)	\$100.00
Job Placement Services – Strategy Report & Meeting	Track 2 = \$500.00 Track 3 = \$500.00
Job Placement Services – Strategy Review & Monthly Reports	Track 2 = \$500.00 Track 3 = \$500.00
Job Placement Services – Job Placement	Track 2 = \$1,500.00 Track 3 = \$2,000.00
Job Placement Services – Retention	Track 2 = \$1,500.00 Track 3 = \$2,000.00

(2) Additional Service Payments

Costs associated with providing services (doing business) under this Agreement are the responsibility of the County. Achieved Milestone Payments and payments for Additional Services are the only payments ODHS will make for Job Placement Services.

Job Placement Services – Additional Services	Payment Amount
Direct Placement Fee	Placement Fee = \$1,500.00 Retention Fee = \$1,500.00
Direct Placement Strategy Report Fee	Flat Fee for each report= \$500.00
Community Based Work Assessment	Flat Fee = \$1,100.00

2. Travel and Other Expenses.

ODHS will not reimburse County for any travel or additional expenses under this Agreement.

EXHIBIT A

Part 3 Special Provisions

1. Confidentiality of Client Information.

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

2. Amendments.

- a. ODHS reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) ODHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on ODHS' satisfaction with performance of the work or services provided by County under this Agreement.
 - (2) ODHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if ODHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. ODHS further reserves the right to amend the Statement of Work based on the original scope of work of RFA DHS-5002-21 for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in

combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 “Amendments” of this Agreement.

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

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to ODHS’ Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, County shall notify the referring ODHS caseworker within 24 hours. County shall immediately contact the local ODHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. County shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to ODHS’ Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person’s age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Background Checks.

- a. The following individuals providing services under this Agreement are subject to a background check through ODHS' Background Check Unit, pursuant to OAR 407-007-0200 through 407-007-0370, as such rules may be revised from time to time:
 - (1) All employees of the County providing care or having access to ODHS clients, client information, or client funds.
 - (2) All volunteers of the County providing care or having access to ODHS clients, client information, or client funds.
 - (3) All subcontractors of the County providing care or having access to ODHS clients, client information, or client funds.
- b. All employees, volunteers, and subcontractors of the County receiving background checks from the ODHS' Background Check Unit are required to report to the County any new arrests, convictions or investigations for child protective service or adult protective service abuse within five business days after the new arrest, conviction or investigation took place.
- c. Within five business days of such notification, the County is required to report to the ODHS' Background Check Unit the employee, volunteer, or subcontractor's new history. The ODHS' Background Check Unit may request a new background check to reevaluate the ongoing fitness of the County's employee, volunteer, or subcontractor.
- d. The criminal records check procedures listed above also apply to County, its owners, managers, and board members regardless if any individual has access to ODHS clients, client information or client funds. County shall establish a personal personnel file and place each criminal records check in named file for possibility of future ODHS review and shall be maintained pursuant to Exhibit B, "Standard Terms and Conditions", Section 14, "Records, Maintenance, Access."

5. Equal Access to Services. County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

6. Media Disclosure. County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the ODHS office that referred the child or family. County will make immediate contact with the ODHS office when media contact occurs. The ODHS office will assist County with an appropriate follow-up response for the media.

7. Nondiscrimination. County must provide services to ODHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B

Standard Terms and Conditions

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

- (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. ODHS represents and warrants as follows:

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

(3) **Binding Obligation.** This Agreement has been duly executed and delivered by ODHS and constitutes a legal, valid and binding obligation of ODHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. Funds Available and Authorized Clause.

a. The State of Oregon's payment obligations under this Agreement are conditioned upon ODHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. ODHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by ODHS. In the event that EFT information changes or County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, County shall provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from County.

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

7. Ownership of Intellectual Property.

- a. Definitions.** As used in this Section 7 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) “County Intellectual Property” means any intellectual property owned by County and developed independently from the Work.
 - (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than ODHS or County.
- b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, ODHS will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that County owns, County grants to ODHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 7.b.(1) on ODHS’ behalf, and (3) sublicense to third parties the rights set forth in Section 7.b.(1).
- c.** If state or federal law requires that ODHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that ODHS or the United States own the intellectual property, then County shall execute such further documents and instruments as ODHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or ODHS. To the extent that ODHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, ODHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d.** County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as ODHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

8. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

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

- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
9. **ODHS Default.** ODHS shall be in default under this Agreement upon the occurrence of any of the following events:
- a. ODHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by ODHS herein or in any documents or reports relied upon by County to measure performance by ODHS is untrue in any material respect when made.
10. **Termination.**
- a. **County Termination.** County may terminate this Agreement:
 - (1) For its convenience, upon at least 30 days advance written notice to ODHS;
 - (2) Upon 45 days advance written notice to ODHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 days advance written notice to ODHS, if ODHS is in default under this Agreement and such default remains uncured at the end of said

30-day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to ODHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. ODHS Termination. ODHS may terminate this Agreement:

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

the health or safety of a client or others in performing work covered by this Agreement.

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

11. **Effect of Termination.**

a. **Entire Agreement.**

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

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

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

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

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

15. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any ODHS computer system or other ODHS Information Asset for which ODHS imposes security

requirements, and ODHS grants County or its subcontractor(s) access to such ODHS Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

- 16. Force Majeure.** Neither ODHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of ODHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
- 17. Assignment of Agreement, Successors in Interest.**

 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as ODHS may deem necessary. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 18. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 19. Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that ODHS will receive the benefit of subcontractor performance as if the subcontractor were County with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. ODHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
- 20. No Third Party Beneficiaries.** ODHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of ODHS to assist and enable ODHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

21. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, approved by the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
22. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
23. **Survival.** Sections 1, 4, 5, 6, 7, 10, 12, 13, 14, 15, 18, 20, 21, 22, 23, 24, 25, 26, 27, and 28 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.
- ODHS:** Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324
25. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
26. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
27. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the

Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

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

- 29. Stop-Work Order.** ODHS may, at any time, by written notice to County, require County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, ODHS shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 10. Termination.

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

EXHIBIT C

Subcontractor Insurance Requirements

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

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including the County, 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.

COMMERCIAL GENERAL LIABILITY:

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

AUTOMOBILE LIABILITY INSURANCE:

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

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than **\$1,000,000** per claim. Annual aggregate limit shall not be less than **\$2,000,000**. If coverage is 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 shall provide Tail Coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

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

ADDITIONAL INSURED:

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

WAIVER OF SUBROGATION:

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

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and County's acceptance of all Services required under this Subcontract, or, (ii) County's or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to County 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 Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

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

EXHIBIT D

Federal Terms and Conditions

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

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

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

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

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

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

9. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
10. **Medicaid Services.** (Reserved)
11. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosures.** (Reserved)
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. County agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
14. **Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.