





**Agreement Number 183675**

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

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

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

**Clackamas County  
Acting by and through its Department of Health, Housing and Human Services Children,  
Family and Community Connections Division  
112 11<sup>th</sup> Street  
Oregon City, OR 97045  
Attention: Jennifer Harvey  
Telephone: 503-867-7500  
E-mail address: jharvey@clackamas.us**

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

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

**Self Sufficiency  
OSSP/E&T  
500 Summer St. NE  
Salem, OR 97301  
Contract Administrator: Candi Quintall or delegate  
Telephone: 503-741-6715  
E-mail address: candi.quintall@odhs.oregon.gov**

**1. Effective Date and Duration.** This Agreement shall become effective on the later of: (I) the last date all required signatures in Section 6., below have been obtained, or (II) **October 1, 2024** provided it is (i) signed by all parties on or before such date, and (ii) when required, approved in writing by the Oregon Department of Justice on or before such date, and (iii) when required, approved in writing by the Oregon Department of Administrative Services. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **September 30, 2025**. 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.

**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 **\$162,482.36**. 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 Determination.** In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, ODHS’ determination is that:

County is a contractor                       Not applicable

Assistance Listings number(s) of federal funds to be paid through this Agreement: **10.561**

**5. County Information and Certification.**

**a. County Information.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

**County Name (exactly as filed with the IRS):** **Clackamas County**

---

Street address: 2051 Kaen Rd

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

Email address: Jharvey@clackamas.us

Telephone: (503 )867-7500 Fax: ( )

**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. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County, in addition to any remedies that may be available to ODHS under this Agreement;
- (2) The information shown in Section 5.a. "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 involved in the Program 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 to ODHS is true and accurate. If this information changes, County shall provide ODHS with the new FEIN within 10 days.

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

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

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

**Clackamas County**

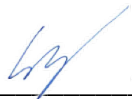
**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

County Counsel – Approved to Form:  \_\_\_\_\_  
Andrew Naylor

08/29/2024

Date: \_\_\_\_\_

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

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

Not Required per OAR 137-045-0030(1)(b)

\_\_\_\_\_  
Oregon Department of Justice

\_\_\_\_\_  
Date

## EXHIBIT A

### Part 1 Statement of Work

County shall deliver the Supplemental Nutrition Assistance Program (SNAP) Employment & Training (E&T) services, as described in this Agreement for Oregon's SNAP Training and Employment Program (STEP), nationally called the SNAP 50/50 Program. In summary, County shall assist SNAP E&T Participants in obtaining skills, training, work and/or work experience to increase their ability to obtain living-wage employment that leads to a gainful career path. County shall deliver the services in accordance with Title 7, Part 273.7 (Work Provisions) of the Code of Federal Regulations as well as the provisions set forth below.

**1. Definitions. Capitalized terms not defined in this Agreement are defined in the applicable OARs.**

“**Activity**” has meaning assigned to it in OAR 461-001-0020 (4)

“**Assessment**” has the meaning assigned to it in OAR 461-001-0020(1).

“**Case Plan**” has the meaning assigned to it in OAR 461-001-0020(2).

“**Case Management**” has the meaning assigned to it in OAR 461-001-0020(3).

“**Component**” has the meaning assigned to the term “Employment and Training Component” in 7 CFR §273.7 (d) (2) and includes those activities and educational programs identified in OAR 461-001-0020(4).

“**Deliverable(s)**” means all items that County is required to provide to ODHS under this Agreement, including Work Product.

“**FFY**” means the Federal Fiscal Year, which runs from October 1 through September 30.

“**iMatchSkills™ Database**” means the Statewide software tool that is used by ODHS (and other State agencies) and its contractors to record information about ODHS clients, including SNAP E&T Participants. Information collected and maintained in iMatchSkills includes Participant eligibility for programs, services provided, and is used to ensure duplicative services are not billed to ODHS.

“**Orientation**” has the meaning assigned to it in OAR 461-001-0020 (8).

“**Participant**” means an ODHS client who has been confirmed as eligible and appropriate for the SNAP E&T Program and to whom County is required to provide services in accordance with this Agreement.

“**Support Services**” has the meaning assigned to the term “Participant Reimbursements” in 7 CFR §273.7 (d) (4)

“**Work**” means the tasks or services, or both, required to be performed under this Agreement, together with all Deliverables to be delivered under this Agreement.

**2. The Department of Human Services (ODHS) shall determine the following:**

- 2.1. SNAP eligibility,
- 2.2. SNAP E&T eligibility, and appropriateness, and
- 2.3. Identify which SNAP Participants are “Able Bodied Adults Without Dependents” (ABAWD) as such Participants are defined in OAR 461-135-0520.

**The authority to determine eligibility for SNAP E&T services resides exclusively with ODHS.**

**3. Participants of the SNAP E&T Program:**

**3.1. For purposes of this Agreement, a SNAP E&T Participant is an individual who volunteers for the SNAP E&T Program and is:**

- (1) Receiving SNAP benefits,
- (2) 16 years of age or older,
- (3) Not receiving TANF or not eligible for the TANF JOBS program due to one of the below statuses:
  - (a) Non-Needy Caretaker Relative, or
  - (b) Recipient of SSI/SSDI, and
- (4) Completed the Orientation, Assessment and Case Plan.

**4. County shall be responsible for all of the following:**

- 4.1. Delivering SNAP E&T services to those SNAP E&T eligible and appropriate individuals (as specified and identified by ODHS) described in this Statement of Work;
- 4.2. Verifying that SNAP participants are SNAP E&T eligible by accessing the ODHS iMatchSkills™ Database.
- 4.3. Documenting and entering timely and accurate program and Participant information in the iMatchSkills™ Database.
- 4.4. Documenting and entering support services provided to SNAP E&T Participants in the iMatchSkills™ Database in accordance with the SNAP E&T Provider Handbook updated and issued every FFY by the ODHS Central Office E&T team;
- 4.5. Submit SNAP E&T administration, program, and support service billing invoices on a quarterly basis as outlined in Exhibit A, Part 2 (2).
- 4.6. Conducting orientations, individual Assessments as described in Section 5 below of this Exhibit A, Part 1, and creating case plans for all SNAP E&T Participants engaged in County’s SNAP E&T Program; SNAP E&T Participants will be placed



in approved and appropriate SNAP E&T component(s) that County administers or purchases.

- 4.7. Contacting Participants through telephone, voicemail, written notes, email, or SMS (text), or other electronic means; and
- 4.8. Providing Case Management Services (as described below) to all SNAP E&T Participants participating in County's SNAP E&T Program. All Case Management Services must be provided in full to each SNAP E&T Participant no less than once each month. Case Management Services include:
  - 4.8.1. Guiding, motivating, and supporting job seekers by continually assessing their needs and challenges, identifying resources, and advising on career and training opportunities; and
  - 4.8.2. Tracking of Case Plan progress and making adjustments as needed.

## **5. SNAP E&T Program Requirements:**

County and ODHS will collaborate to determine an agreed upon process for referring eligible and appropriate SNAP Participants to County's SNAP E&T Program. In addition to the monthly Case Management Services, County shall also provide all of the following services to all eligible SNAP E&T Participants referred to County by ODHS prior to any SNAP E&T component being offered:

### **5.1. SNAP E&T Orientation**

County's Orientation must provide all referred, potential SNAP E&T Participants with an overview of County's organization, programs, requirements, expectations of the SNAP E&T Participants, and the specific Case Management and other services offered as part of its SNAP E&T Program. County shall also ensure that all SNAP E&T Participants are provided with all relevant contact information.

### **5.2. SNAP E&T Assessment**

Each potential or current SNAP E&T Participant who has requested contracted SNAP E&T services from County shall receive an Assessment. The SNAP E&T Assessment shall be a one-on-one meeting with the Participant to identify:

- 5.2.1. Strengths
- 5.2.2. Interests
- 5.2.3. Family Circumstances
- 5.2.4. Short- and Long-Term Goals
- 5.2.5. Vocational Aptitudes
- 5.2.6. Digital Literacy
- 5.2.7. Necessary Accommodations
- 5.2.8. Any challenges to obtaining or maintaining employment

### **5.3. SNAP E&T Case Plan**

- 5.3.1.** The Case Plan is a written outline, developed together with the potential or current SNAP E&T Participant and County staff, listing ODHS approved components submitted in the County's STEP Provider Proposal, that will be administered or purchased by the County. Components that are appropriate for each Participant are identified during the Assessment and are intended to reduce the effect of challenges to the SNAP E&T Participant's employment, job retention, and wage enhancement.
- 5.3.2.** Each SNAP E&T Participant's Case Plan must include, at a minimum:
  - 5.3.2.1.** Short and long-term goals,
  - 5.3.2.2.** Dates for activity completion,
  - 5.3.2.3.** Instructions on how and in what time frame to notify the County if the SNAP E&T Participant cannot participate according to the plan,
  - 5.3.2.4.** Statement outlining participation in the County's SNAP E&T Program is voluntary and will not impact Participant's SNAP benefits, Participant signature with date, and
  - 5.3.2.5.** At least one approved component as indicated in the County STEP proposal.
- 5.3.3.** County shall document the SNAP E&T Case Plan for each SNAP E&T Participant.

### **5.4. SNAP E&T Components**

County shall provide Case Management Services for only those SNAP E&T Participants who have completed an Orientation and Assessment that results in a Case Plan. SNAP E&T Case Management Services shall be provided through specific, allowable E&T Components that have been approved by ODHS through County's STEP Provider Proposal.

- 5.4.1.** Subject to ODHS prior approval as identified in section 5.4 above, County must offer at least one of the SNAP E&T job components from the following list:
  - 5.4.1.1.** Basic Education/Foundational Skills Instruction Component,
  - 5.4.1.2.** Career/Technical Education or other Vocational Training Component,
  - 5.4.1.3.** English Language Acquisition Component,
  - 5.4.1.4.** Integrated Education and Training (IET)/Bridge Programs Component,
  - 5.4.1.5.** Internship Component,
  - 5.4.1.6.** Internship with Subsidized Employment Component,
  - 5.4.1.7.** Job Search Training Component,

- 5.4.1.8. Job Retention Component,
  - 5.4.1.9. On-The-Job Training,
  - 5.4.1.10. Pre-Apprenticeship Component,
  - 5.4.1.11. Apprenticeship Component,
  - 5.4.1.12. Pre-Apprenticeship with Subsidized Employment Component
  - 5.4.1.13. Apprenticeship with Subsidized Employment Component,
  - 5.4.1.14. Self-Employment Training Component,
  - 5.4.1.15. Short-Term Training Component,
  - 5.4.1.16. Supervised Job Search Component,
  - 5.4.1.17. Work Activity,
  - 5.4.1.18. Work Readiness Training Component.
- 5.4.2. County’s offering Subsidized Employment Components including, On-The-Job Training must complete the following for ODHS Central Office approval *prior* to placing a SNAP E&T Participant in these components:
- 5.4.2.1. Verification of maximum allowable monthly hours an individual can complete before SNAP case closure,
  - 5.4.2.2. Work Site Agreement (WSA) template, and
  - 5.4.2.3. Training Plan and Training Progression Form.

**5.5. SNAP E&T Support Services**

- 5.5.1. SNAP E&T support services are provided to enable SNAP E&T Participants to successfully complete their SNAP E&T Case Plan, which includes attaining the goals contained therein. SNAP E&T support services shall be provided to defray SNAP E&T Participant expenditures and other costs related directly to a service component as stipulated by the SNAP E&T Participant’s SNAP E&T Case Plan.
- 5.5.2. Support services payments may only be issued to individuals receiving SNAP benefits who have been determined eligible and appropriate for the SNAP E&T Program and completed the requirements to be considered a SNAP E&T Participant.
- 5.5.3. When providing support services County must consider lower-cost alternatives and collaborate with the SNAP E&T Participant to seek resources that are reasonably available, in order to engage in the SNAP E&T Program.
- 5.5.4. All SNAP E&T support service payments must be issued in accordance with the approved STEP Provider Proposal and the SNAP E&T Provider Handbook.
- 5.5.5. List of support service payments shall accompany the quarterly County invoice in accordance with Quarterly E&T Billing Report which are required to be submitted under Section 2 of Exhibit A, Part 2 (“Payment and Financial Reporting”) of this Agreement.

## **5.6. Provider Determinations**

In the event County determines a SNAP E&T Participant is not appropriate for the SNAP E&T services County provides, or County does not have available services suited for an individual, **County must notify ODHS within ten days of such determination.**

**5.6.1** Notification of the Provider Determination will be sent to the local SNAP E&T Navigator using the “Provider Determination Email Template” provided in the SNAP E&T Provider Handbook.

## **5.7. Services for Individuals 16 or 17 Years of Age**

**5.7.1.** When providing services to 16 or 17-year-old Participants, County must contact ODHS using the district specific SNAP E&T Navigator email box, including “Head of Household Status Verification” in the subject line to confirm head of household status.

**5.7.2.** If the SNAP Participant is identified as the head of household on their SNAP benefit case, no other action is needed, and County may begin offering SNAP E&T services.

**5.7.3.** If the SNAP Participant is NOT identified as the head of household, parental permission will be required by signing the ODHS form 3010. SNAP E&T services are not eligible to be provided until parental permission is granted. Parental permission will be obtained by ODHS and provided to the County through the iMatchSkills™ Database.

**5.7.4.** In order to ensure compliance with federal regulation and County is not supplanting services, County will review and comply with requirements set forth in the SNAP E&T Provider Handbook.

## **5.8. Federal Illegal Activities**

**5.8.1.** The sale, use, and manufacturing of marijuana and Psilocybin is federally prohibited. This includes products containing marijuana and Psilocybin. The Oregon SNAP E&T Program, including but not limited to support services, is funded using federal reimbursements. Federal funding cannot be used to support activities that are deemed illegal under federal law.

**5.8.2.** Hemp products that are non-medicinal and non-recreational (not mind altering) are allowable under federal law on the national level. Any SNAP E&T activities involving hemp products, which are categorized separately from marijuana must be authorized in writing by ODHS Central Office prior to placing SNAP E&T Participants in positions in the Hemp industry. In the event County desires to place a SNAP E&T Participant in a job with a Hemp business, County must request prior authorization by completing and submitting to ODHS the Hemp Industry questions set forth in the SNAP E&T Provider Handbook.

## 5.9. Civil Rights

The Oregon Department of Human Services (ODHS) mandates that all partner organizations are in compliance with applicable laws, including, without limitation, those regulations and policies applicable to Food and Nutrition Service (FNS) customers and employees regardless of race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital status, family /parental status, income derived from public assistance program, and political beliefs. This includes:

### 5.9.1. Displaying “And Justice for All Posters” visibly in workspaces

5.9.1.1. Posters can be downloaded at: <https://nifa.usda.gov/resource/and-justice-all-poster> or by contacting ODHS.

### 5.9.2. Annual SNAP Civil Rights Training for all employees and other County personnel who serve SNAP E&T Participants:

5.9.2.1. County shall document compliance with this requirement by maintaining a file for a period of three years which identifies the names of County employees and other personnel who take the training and the date the training is completed and passed successfully.

### 5.9.3. Both a funding statement and a nondiscrimination statement on *any* materials produced for public information, public education, and/or public distribution.

#### **5.9.3.1. The funding statement that must be included on such materials is as follows:**

This project has been funded at least in part with Federal funds from the U.S. Department of Agriculture. The contents of this publication do not necessarily reflect the views or policies of the U.S. Department of Agriculture, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government.

A. For publications with minimal text or limited space, County may, in lieu of using the funding statement in subparagraph (a) above, use one of the following abbreviated statements:

i. This product was funded by USDA.

#### **5.9.3.2. The nondiscrimination statement that must be included on such materials is as follows:**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), religious creed, disability, age, political beliefs, or

reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>

from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to:

**1. mail:**

Food and Nutrition Service, USDA  
1320 Braddock Place, Room 334  
Alexandria, VA 22314; or

**2. fax:**

*(833) 256-1665 or (202) 690-7442; or*

**3. email:**

[FNSCivilRightsComplaints@usda.gov](mailto:FNSCivilRightsComplaints@usda.gov)

**A.** For publications with minimal text or limited space, County may, in lieu of using the statement in subparagraph (a) above, use the following abbreviated statement:

**i.** This institution is an equal opportunity provider.

**5.9.3.3. Limited English Proficiency (LEP) Access.**

State agencies, local agencies, or other recipients that fail to provide free language assistance (interpretation/translation) to potentially eligible persons, applicants, and participants, who are limited English proficient (LEP), or deny LEP persons access to federally assisted programs and

activities, may be discriminating on the basis of national origin in violation of Title VI and its implementing regulations. In order to ensure compliance with Title VI and Title VI regulations, recipients are required to take reasonable steps to ensure “meaningful access” to their programs and activities.

**A.** SNAP E&T Providers, including County under this Agreement, must have systems in place to provide access to SNAP E&T services to non-English speaking SNAP E&T participants. Translation and interpretation services must be provided free of charge and in a timely manner, using qualified and competent translators and interpreters. County must provide translation or interpretation services from appropriate and competent individuals and may not rely on or ask children to provide translation or interpretation for their parents or other family members.

#### **5.10. Privacy and Confidentiality Training for iMatchSkills™**

iMatchSkills™ is a mandatory component to the SNAP E&T Program to verify SNAP eligibility and to track SNAP E&T Participant’s components and outcomes. Therefore, County and its employees and other personnel providing services under this Agreement, must undergo Privacy and confidentiality training in order to access the iMatchSkills™ tool.

#### **5.11. Mandatory Reporter Training**

As a contractor of ODHS/OHA, County is a 24/7 mandatory reporter. Accordingly, County must participate in, and cause its employees and other personnel providing SNAP E&T services to participate in, a one-time only mandatory reporter training. This course will help County recognize and report abuse to children, seniors over age 65, people in nursing facilities, and adults who receive mental health or developmental disabilities services.

#### **5.12. ODHS/OHA - ISPO - 2024 Information Security and Privacy Awareness Training**

County employees and other personnel, including, without limitation, interns, temps, volunteers, and partners who access the ODHS or OHA computer systems, including but not limited to iMatchSkills™, or who have access to agency data and information must take part in an annual information security and privacy awareness training. The course introduces privacy, security, HIPAA, and the importance of protecting information used in ODHS and OHA operations.

**5.12.1** All trainings identified in this Agreement are accessible through Workday <https://workdaylearning.dasapp.oregon.gov/>

#### **5.13. Performance Reporting**

County shall record, track, and compile any and all data monthly on SNAP E&T Participant's engagement in the SNAP E&T program and on County's progress in attaining the Agreement performance measures, as described in Section 5.14 ("Agreement Performance Measures") of this Exhibit A, Part 1 ("Statement of Work"). Such recording, tracking, and compiling shall be performed by using the iMatchSkills™ Database. If the required data is not available in the iMatchSkills™ Database, County shall instead report this information to ODHS on a quarterly basis using the ODHS provided E&T Performance & Outcomes Report.

**5.13.1** Subsidized Employment Component, and Apprenticeship Component will have additional reporting requirements. County shall submit the required data in a form prescribed by ODHS each FFY.

## **5.14. Agreement Performance Measures**

### **5.14.1. Target Number**

**5.14.1.1.** In the performance of the Work required under this Agreement, County shall strive to attain the following targeted number of SNAP E&T Participants served, in accordance with the approved criteria.

**5.14.1.2.** For the period October 1, 2024, through September 30, 2025:  
Number of SNAP E&T Participants to be Served – **120**

### **5.14.2. Number of SNAP E&T Participants Served Criteria**

**5.14.2.1.** In order to report a SNAP E&T Participant has been "served" County must demonstrate, during the FFY period of October 1, 2024, through September 30, 2025, each such identified SNAP E&T Participant complied with at least one of the following:

- A.** Participated in the E&T orientation **and** E&T Assessment **and**, developed an E&T Case Plan with County staff.
- B.** Updated an E&T Case Plan for new or additional components with County staff,
- C.** Participated at least one hour in a SNAP E&T Program Component,
- D.** Received support service payments for participation in a SNAP E&T Program Component.

## **5.15. SNAP E&T Program Review**

County shall, upon written request (email shall suffice) by ODHS, participate in ongoing SNAP E&T Program review which consists of both a fiscal and a program review by complying with the following:

**5.15.1.** Provide an account of County's progress in achieving the Agreement performance measures, as described in Section, "Agreement Performance Measures", of this Exhibit A, Part 1 ("Statement of Work"); and



- 5.15.2. Accept technical assistance from ODHS in order to assist ODHS with increasing the rate of employment, household income, family stability and self-sufficiency of SNAP E&T Participants.
- 5.15.3. Assist ODHS with the coordination of County staff delivering SNAP E&T services who will participate in an on-site or virtual review as determined by ODHS.

**5.16. Counties with Sub-Contractors**

Counties who subcontract with other community organizations to provide SNAP E&T services are known as the Prime Contractor. The Prime Contractor must ensure each Subcontractor delivers the services in accordance with Title 7, Part 273.7 (Work Provisions) of the Code of Federal Regulations as well as *all* provisions set forth in this Agreement.

- 5.16.1 Prime Contractor will include the following assurance statement in any subcontract for SNAP E&T services, “*County will implement and follow all applicable Federal laws, rules, and regulations outlined in this Agreement for civil rights compliance.*”

**5.17. County Assurance Statements:**

	<p align="center"><b>Assurance Statement Instructions:</b></p> <p><i>Please initial in the box on the right to indicate you have read and understand each statement</i></p>	<p align="center"><b>County Initials</b></p>
<b>I</b>	County will implement and follow all applicable Federal laws, rules, and regulations outlined in this Agreement for civil rights compliance.	JH
<b>II</b>	When applicable, State Approved Locations must be submitted to ODHS for review and approval. This includes any changes to already approved locations during the FFY.	JH
<b>III</b>	SNAP E&T Program changes outside the approved STEP proposal must be submitted to ODHS for review and approval prior to implementation during the FFY.	JH
<b>IV</b>	All reimbursements for costs of the SNAP E&T Program must be submitted timely as outlined in Exhibit A, Part 2 (2) (e) of this Agreement. Payments submitted outside the contracted FFY are not guaranteed for payment.	JH
<b>V</b>	Education and Training Components being offered by the County are not supplanting education services otherwise available to the SNAP E&T participant.	JH
<b>VI</b>	All funds specified by County as 50% match to implement the SNAP E&T Program are from a non-federal source.	JH
<b>VII</b>	County acknowledges the guidelines and program requirements set forth in the SNAP E&T Provider Handbook which may not be listed in this Agreement.	JH

**EXHIBIT A**  
**Part 2**  
**Payment and Financial Reporting**

**1. Payment Provisions.**

County shall not submit payment requests for, and ODHS will not pay, any amount in excess of the maximum compensation amount set forth in Section 3. (“Consideration”) of the General Provisions of this Agreement. Payments for Services shall not exceed the amount assigned to the Budget Categories and time periods specified below.

**1.1.** From October 1, 2024, through September 30, 2025:

**Total Budget:   \$ 162,482.36**

Any unused funding awarded in the FFY budget period cannot be allocated to a previous or subsequent FFY budget period.

**1.2.** Budgets are approved on an annual Federal Fiscal Year (FFY) basis. **Although the parties anticipate federal approval for subsequent FFYs, neither the amount nor required federal approval is guaranteed.** The parties understand and agree that federal approval may not be granted in sufficient time to authorize Services beginning October 1 for a new FFY and therefore, agree to establish the following process:

**1.2.1.** Agreements and Agreement amendments will be processed as soon as practicable after the parties have an agreed-upon budget for the next FFY. However, County shall not be authorized to provide Services beginning October 1 of the next FFY and shall not be entitled to payment for any such Services except as set forth in this subsection.

**1.2.2.** If federal approval for the next FFY has not been received by ODHS prior to October 1, but ODHS has reasonable assurance that federal approval is forthcoming, the ODHS Agreement Administrator will issue a Limited Notice to Proceed to County. This Limited Notice to Proceed will authorize County to provide Services for up to 31 days at the rate established for the new FFY. ODHS may issue additional Limited Notices to Proceed as necessary in ODHS’ sole discretion until federal approval has been received, or if federal approval is not forthcoming, ODHS may issue a Stop Work Order and Notice of Termination as set forth in Exhibit B.

**1.2.3.** Upon federal approval for the next FFY, the ODHS Agreement Administrator will issue a Notice to Proceed to County. This Notice to Proceed will authorize the County to provide Services beginning October 1, or at such later date as specified in the Notice to Proceed, for the duration of the FFY, unless some other action is taken by ODHS to stop work or terminate the Agreement sooner as specified in this Agreement. A Notice to Proceed that is issued during the time a Limited Notice to Proceed is in effect will supersede the Limited Notice to Proceed.

## 2. Invoices.

- 2.1. County shall electronically submit SNAP E&T billing invoices for program, administration and support services expenditures on a quarterly basis. Invoice expenditures must be documented in the invoice form prescribed by ODHS each FFY. Invoice submission shall provide detailed, accurate, and timely information summarizing the services County provided to ODHS SNAP E&T Participants during the quarter for which County is submitting the SNAP E&T invoice.
- 2.2. County shall also submit their Quarterly SNAP E&T Performance & Outcomes Report, using the form prescribed by ODHS each FFY, in the event data is not available via iMatchSkills™.
- 2.3. County shall record, track and report support service expenditures to ODHS in the prescribed invoice form each FFY. The report will include:
  - 2.3.1. Name of the SNAP E&T Participant for whom the issuance was made;
  - 2.3.2. Social Security Number (SSN) or Job Seeker (JS) identification located in iMatchSkills™ attached to that individual;
  - 2.3.3. the amount of support service dollars expended for that individual;
  - 2.3.4. Type of support service that was purchased.
- 2.4. ODHS may request County provide additional performance related information which illustrates SNAP E&T Participant success while engaging in County's SNAP E&T Program.
- 2.5. All reports (quarterly invoices, Quarterly E&T Performance & Outcomes Report, Quarterly Feedback Report, and support service payments document) shall be submitted within **30 calendar days after the end of the Federal Fiscal Year service quarter**. County's quarterly invoice and Quarterly E&T Performance & Outcomes Reports, are due by the following dates:
  - 2.5.1. First Quarter (October, November, December) – January 31
  - 2.5.2. Second Quarter (January, February, March) – April 30
  - 2.5.3. Third Quarter (April, May, June) – July 31
  - 2.5.4. Fourth Quarter (July, August, September) – October 31
- 2.6. All required documents and reports must be submitted before payment is issued to County. Requirements within this Agreement not met, may result in non-payment.
- 2.7. All accurate invoices shall be paid within 45 days of receipt. County's claims to ODHS for overdue payments on invoices are subject to ORS 293.462.

**2.8.** Any invoice received after the due date will be paid subject to federal funding availability.

**2.9.** Required reports will be designated each FFY by ODHS in writing (email shall suffice).

### **3. Program Findings for Non-Compliance**

**3.1.** Program findings for non-compliance of the requirements in this Agreement will include the following:

**3.1.1.** The first occurrence will result in a formal memo issued by ODHS with a corrective action plan to remedy the issue(s). County will attest to how they will meet the recommended corrective action (s).

**3.1.2.** The second occurrence of the same or similar issue(s) will result in a formal memo issued by ODHS with a corrective action plan to remedy the issue (s). County will attest to how they will meet the recommended corrective action (s). The County may be subject to non-payment for disallowed costs.

**3.1.3.** The third occurrence of the same or similar issue(s) may result in Agreement termination for the federal fiscal year.

## **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, the client's 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.** The parties reserve the right to amend or extend the Agreement under the following general circumstances:
  - (1) The parties 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.** The parties may amend the Statement of Work for the following:
  - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
  - (2) Implement additional phases of the Work; or
  - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

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

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

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
  - (1) Children (ORS 419B.005 through 419B.045);
  - (2) Elderly Persons (ORS 124.055 through 124.065);
  - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
  - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- b. County shall immediately 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) or local law enforcement, as a requirement of this Agreement. The County does not need to know abuse occurred, just suspect abuse, to be required to report.
- c. In addition to the requirements of Sections 3.a. and 3.b. above, if law enforcement is notified regarding a report of child abuse, neglect, or threat of harm, County shall also notify the local Child Protective Services Office of the Oregon Department of Human Services within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, County shall also notify the local Aging and People with Disabilities Office of the Oregon Department of Human Services within 24 hours.
- d. If known, the abuse report must contain the following:
  - (1) The name and address of the abused person and any people responsible for that person’s 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.**

County shall verify that each of County's employees, volunteers, and subcontractors, as a condition of working with ODHS-referred clients or having access to ODHS clients, client information, or client funds, has not been convicted of any of the following crimes: child or elder abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of each such person. For purposes of this paragraph, "substantial relation" means the crime for which the person has been convicted of involves conduct by the person that relates to functions the person may perform for County or places the person in a position to gain access to a client or a client's personal information so as to place the person in a position to cause harm to a client. For example, a person who is convicted of fraud may not be permitted to work in a position that directs, controls or disburses moneys for this Contract or has access to client finances or financial information. Anyone convicted of any of the aforementioned crimes or who is listed as a sex offender shall not be allowed to work with clients referred by ODHS under this Contract.

**a.** County shall establish verification by:

- (1) Having County's employee, volunteer, or subcontractor, apply for and receive a fingerprint-based national criminal records check from a local Oregon State Police (OSP) office, which will be shared with County; OR
- (2) Utilizing a fingerprint-based background check approval, provided within the last two years, by a federal or State of Oregon agency to demonstrate the County's employee, volunteer, or subcontractor's fitness to provide services under this Contract; OR
- (3) Utilizing a third-party vendor accredited by the Professional Background Screeners Association (PBSA). The third-party vendor must provide a national criminal records check that includes review of criminal history from each state the individual has lived, studied or worked in and the National Sex Offender Public Website (NSOPW).

**b.** The following requirements apply to all background checks performed regardless of method (Section a.(1)-(3) above) used:

- (1) Background checks must be completed prior to performing services under this Contract, upon a promotion or a significant change in work duties, or if there is a reasonable basis to believe a new background check may be needed. Examples include, but are not limited to:
  - (a) Any indication of possible criminal or abusive behavior by an employee, volunteer or subcontractor;
  - (b) A lapse in working or volunteering in a position under the direction and control of County, but the individual is still considered in the position. For example, an extended period of leave by the individual due to sabbatical or military deployment.



- (c) Discovery of incorrect processes or insufficient documentation for a previously conducted background check.
    - (d) Federal or state regulations require a new background check.
    - (e) County determines the need for a background check.
  - (2) Background checks must be completed whenever there is a break in employment, volunteering, or subcontracting greater than 30 days. For example, an individual is laid off or quits due to the school year starting but returns to working or volunteering for the employer the following semester or summer.
  - (3) Existing employees, volunteers, and subcontractors are not required to have a new background check conducted at the time of Contract extension by amendment, unless required by Section b.(1) above.
  - (4) County shall require each of its employees, volunteers, and subcontractors receiving background checks to report to County any and all new arrests, convictions, or investigations for any child protective service or adult protective service case within five business days after the new arrest, conviction or investigation took place.
    - (a) Within five days of such notification, County is required to report to ODHS the employee, volunteer, or subcontractor's new history.
    - (b) ODHS may request a new background check to reevaluate the ongoing fitness of the employee, volunteer, or subcontractor.
  - (5) County shall ensure all background checks and documentation are placed in the employee, volunteer, or subcontractor's personnel file.
- c.** If the position of the County's employee or subcontractor is paid in part or in whole by funds from the Centers for Medicare and Medicaid Services (CMS), the background check must also include review of the General Service Administration (GSA) System for Award Management (SAM), and the Social Security Administration (SSA) Death Masterfile. Any employee or subcontractor of County found excluded on SAM or listed on the SSA Death Masterfile shall not be permitted to work with ODHS clients or have access to ODHS clients, client information, or client funds.
  - 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."
  - e.** Changes to federal or state legislation and rule may impose additional requirements for background checks. These changes will be implemented by an amendment to this Contract.

- f.** If ODHS determines there is a need for a new criminal records check, County shall provide the results of a new criminal records check to ODHS for review no more than 14 business days after ODHS’s request.
- 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 Oregon 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). 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 the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the 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 the 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, 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 access or otherwise use any ODHS Information Asset or Network and Information System in which security or privacy requirements apply, and ODHS grants County, its subcontractor(s), or both access to such ODHS Information Assets or Network and Information Systems, County shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including 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 Oregon 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  
500 Summer Street NE, E-03  
Salem, OR 97301  
Telephone: 503-945-5818  
Fax: 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.**

- a.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a 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.
- b.** 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.
- c.** 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 the 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 County as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between 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 authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODHS.

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, 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.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, ODHS requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

#### **INSURANCE TYPES AND AMOUNTS**

#### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than \$500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide Workers' compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

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

**COMMERCIAL GENERAL LIABILITY:**

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

**AUTOMOBILE LIABILITY:**

**Required**    **Not required**

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

**PROFESSIONAL LIABILITY:**

**Required**    **Not required**

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

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

**NETWORK SECURITY AND PRIVACY LIABILITY:**

**Required**    **Not required**

Contractor shall provide Network Security and Privacy Liability Insurance for the duration of the sub/contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to ODHS, State of Oregon or client data, whichever is longer, with a combined single limit of no less than \$\_\_\_\_\_ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of ODHS or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), payment card data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of ODHS, State of Oregon data.

**POLLUTION LIABILITY:**

**Required**    **Not required**

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

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor’s or subcontractor’ liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the

Contractor that arise from the goods delivered or Services (including transportation risk) performed by Contractor under this Contract/Subcontract is also acceptable.

**EXCESS/UMBRELLA INSURANCE:**

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

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

**ADDITIONAL COVERAGE REQUIREMENTS:**

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

**ADDITIONAL INSURED:**

All liability insurance, except for Workers’ Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor’s services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor’s ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

**WAIVER OF SUBROGATION:**

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

**CONTINUOUS CLAIMS MADE COVERAGE:**

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

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

**CERTIFICATE(S) AND PROOF OF INSURANCE:**



County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this 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, ODHS/County 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 ODHS/County under this agreement and to provide updated requirements as mutually agreed upon by Contractor and ODHS/County.

**STATE ACCEPTANCE:**

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

## EXHIBIT D

### Federal Terms and Conditions

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

- 1. Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then 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 all subcontractors 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 fiscal year, County 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 contract under a grant or subgrant; and
    - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
  - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
  - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
14. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
  - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
  - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR § 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of County, and County shall also include these contract provisions in its contracts with non-Federal entities.
- 15. **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.