

3/9/2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of Amendment #2 extending the duration and adding language to the scope of an Intergovernmental Agreement with the Oregon Department of Human Services for the Operation of Community Developmental Disability Services. Amendment value is \$293,450, Agreement value is increased to \$28,518,535 for 2 years. Funding is through Federal Medicaid Funds and State General Funds. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Issues 03/07/2023 Original agreement BCC Consent Agenda 09/30/2021 Amendment #1 BCC Consent Agenda 09/29/2022		
<b>Performance Clackamas</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients 2. This funding aligns with the strategic priority to ensure safe, healthy, and secure communities by addressing the needs of older adults in the community.		
<b>Counsel Review</b>	Yes – KR 2/13/23	<b>Procurement Review</b>	No
<b>Contact Person</b>	Brenda Durbin	<b>Contact Phone</b>	503-655-8641

**EXECUTIVE SUMMARY:**

The Clackamas County Social Service Division of the Department of Health, Housing & Human Services requests the approval of Amendment #2 to an Intergovernmental Agreement with the State of Oregon, Department of Human Services, to operate the Community Developmental Disability Services Program. This agreement provides the base funding for services to intellectually/developmentally disabled children and adults residing in Clackamas County. Through this agreement, Clackamas County Developmental Disabilities Services Program (CDDP) will provide local administration services, case management services, and abuse investigation services to Clackamas County residents. Amendment #2 is in response

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to the negative impact of COVID-19 faced by Case Management Entities. The State of Oregon is awarding this one-time American Rescue Plan Act (ARPA) funding for developing infrastructure at the local level.

The CDDP will improve, increase and expand the access to I/DD services for individuals by using the State Awarded ARPA funds to develop culturally and linguistically responsive trainings and training materials for residential and foster home Providers; coordinate trainings for residential and foster home Providers in order to understand roles and responsibilities; coordinate residential and foster home Provider trainings on receiving referrals, placement matching and accessing resources to best meet Individual's needs; create plan for increased and improved communication and collaboration between CDDP staff and residential and foster home Providers; and provide technical assistance to residential and foster home Providers as needed. Social Services plans to repurpose two vacant budgeted positions for this need.

In the last fiscal year, 2400 total clients were served.

**RECOMMENDATION:**

Staff recommends approval of this agreement and requests Tootie Smith, Board Chair, or her designee, sign on behalf of Clackamas County

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook, Director  
Health, Housing, and Human Services

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677  
[www.clackamas.us/socialservices](http://www.clackamas.us/socialservices)

# DOCUMENT RETURN STATEMENT

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

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

**Document number:** \_\_\_\_\_, hereinafter referred to as "Document."

I, \_\_\_\_\_  
Name Title

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

\_\_\_\_\_ by email.

**Contractor's name**

On \_\_\_\_\_,  
Date

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

\_\_\_\_\_  
Authorizing signature

\_\_\_\_\_  
Date

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



Agreement Number 169179

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF  
COMMUNITY DEVELOPMENTAL DISABILITIES PROGRAM SERVICES**

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

This is amendment number **2** to Agreement Number **169179** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS**” and

**Clackamas County  
2051 Kaen Road  
P.O. Box 2950  
Oregon City, OR 97045  
Attention: Kim Cota, Rod Cook, Stacie Mullins  
Telephone: 503-655-8640  
E-mail address: [kcota@co.clackamas.or.us](mailto:kcota@co.clackamas.or.us); [rodcoo@clackamas.us](mailto:rodcoo@clackamas.us);  
[stacieMul@clackamas.us](mailto:stacieMul@clackamas.us)**

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

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
  - a. **Section 1, Effective Date and Duration** is hereby amended as follows: new language is **underlined and bold**.  
This Agreement, when fully executed by every party, regardless of date of execution by every party, shall become effective on the date this Agreement has been approved by the Department of Justice, or **July 1, 2021**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this

Agreement shall expire on **June 30, 2023, with the exception of the Summary report in Exhibit I, Section 2. d. i., due to ODHS no later than September 30, 2023.** Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by County that has not been cured.

- b. Section 2, Agreement Documents, Order of Precedence, subsection a. only, is hereby amended as follows: new language is underlined and bold.**

This Agreement includes the following listed exhibits and attachments which are incorporated into this Agreement:

Exhibit A:	Definitions
Exhibit B Part 1:	Operations and Administration Terms and Conditions;
Exhibit B Part 2:	Service Element Standards and Procedures;
Exhibit B Part 3:	Financial Terms and Conditions;
Exhibit C:	Special Terms and Conditions;
Exhibit D:	General Terms and Conditions;
Exhibit E:	Standard Terms and Conditions;
Exhibit F:	Federal Terms and Conditions;
Exhibit G Part 1:	Required Subcontractor Provisions;
Exhibit G Part 2:	Subcontractor Insurance Requirements;
Exhibit H Part 1:	Privacy and Security Agreement;
Exhibit H Part 2:	Third Party Information System Access Request;
<b><u>Exhibit I</u></b>	<b><u>ARPA Innovative Infrastructure Funding</u></b>
Attachment #1:	Days and Hours of Operation;
Attachment #2:	Subcontractor Disclosures Report.

- c.** For services provided on and after the effective date of this amendment, **Exhibit H Part 1, Privacy and Security Agreement**, are hereby superseded and restated in its entirety, as set forth in **Exhibit H Part 1, "Privacy and Security Agreement**, attached hereto and incorporated herein by this reference.
- d.** For services provided on and after the effective date of this amendment, **Exhibit I ARPA Innovative Infrastructure Funding**, is hereby added, as set forth in **Exhibit I ARPA Innovative Infrastructure Funding**, attached hereto and incorporated herein by this reference.
- 3.** Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
- 4. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, County hereby certifies under penalty of perjury that:

- a.** County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County;
- b.** The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
- c.** 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;
- d.** County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- e.** County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/SAM>;
- f.** County is not subject to backup withholding because:

  - (1) County is exempt from backup withholding;
  - (2) 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
  - (3) The IRS has notified County that County is no longer subject to backup withholding.
- g.** County hereby certifies that the FEIN provided to ODHS is true and accurate. If this information changes, County is required to provide ODHS with the new FEIN within 10 days.

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

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

**County Name (exactly as filed with the IRS):** COUNTY OF CLACKAMAS, OREGON

Street address: 2051 Kaen Road

City, state, zip code: Oregon City OR 97045

Email address: \_\_\_\_\_

Telephone: (503 ) 742-5400 Facsimile: ( )

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

Workers' Compensation Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

*The remainder of this page intentionally left blank*

**6. Signatures.**

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

**County Name**

**By:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**By:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

Approved via e-mail by Nate Carter Assistant Attorney General dated: January 31, 2023

Department of Justice

Date



## EXHIBIT H-1 Privacy and Security Agreement

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

Information System(s). It generates a unique alpha/numeric code used to access the ODHS Network and Information Systems.

- 3.7. "Information Asset(s)" refers to all information provided through ODHS, regardless of the source, which requires measures for security and privacy. Includes Data.
- 3.8. "Network and Information System(s)" means ODHS' and the State of Oregon's computer infrastructure which provides personal communications; Data such as Client Records; Access to other Information Assets, regional, wide area, and local networks; and the internetworking of various types of networks.
- 3.9. "User" means any individual authorized to access Network and Information Systems and who has an been assigned a unique log-on identifier.

**4. CHANGES TO PRIVACY AND SECURITY AGREEMENT.** Other than as allowed under this section, County shall be requested to submit input to a revised *Third Party Information System Access Request* (Form MSC 0785), to request changes to Exhibit H-2. ODHS will review County's request and, if approved in writing by ODHS, the parties will amend the Agreement in accordance with Exhibit B, Section 24.

- 4.1. **Point of Contact Changes.** Each party will provide notification to the other of any change of its respective point(s) of contact noted in Exhibit H-2, including any technical lead, and name an interim or replacement person in any such notice. Exhibit H-2 will be deemed amended to include the updated information.
- 4.2. **Administrative Changes.** County may request updates to Exhibit H-2 that are administrative in nature and do not modify the mode of Access or type of data by submitting a written request to ODHS. Upon written acceptance by ODHS, Exhibit H-2 will be deemed amended to include the updated information.

## **5. NOTIFICATIONS.**

- 5.1. **Points of Contact.** The parties have designated their respective technical leads in Exhibit H-2. The parties will facilitate direct contacts between technical leads. The parties will provide notification to the other of any changes in technical point of contact information.
- 5.2. **Breach Notification.** In the event County or its subcontractors or agents discover or are notified of an Incident or a Breach, including a failure to comply with County's confidentiality obligations under this Agreement, County shall immediately notify ODHS' Program Sponsor identified in Section 4 of Exhibit H-2 (or delegate) of the Incident or Breach. If ODHS determines that an Incident or Breach requires notification of ODHS clients, or other notification required by law, ODHS will have sole control over the notification content, timing, and method, subject to County's obligations under applicable law.
- 5.3. **Requests for Data.** In the event County receives a third-party request for Data, including any electronic discovery, litigation hold, or discovery searches, County shall first give ODHS notice and provide such information as may be reasonably necessary to enable ODHS to protect its interests.

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

- 8.1.2. ODHS and OHA Privacy and Confidentiality administrative rules, OAR Chapter 407, Division 14, and OAR Chapter 943, Division 14.

The Health Insurance Portability and Accountability Act (HIPAA), including as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”), and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164 to the extent County receives Protected Health Information (as defined in HIPAA) in connection with this Agreement.]

- 8.1.3. The Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 646A.628, to the extent applicable.

- 8.1.4. Oregon’s Statewide Information and Cyber Security Standards:  
<https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf>

- 8.2. **Responsible for Compliance.** County is responsible for the compliance of its employees, agents, and subcontractors with this Agreement and with any third-party licenses to which Access is subject.
- 8.3. **Privacy and Security Measures.** County represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security and privacy of Data, including Client Records, all Information Assets, regardless of the media, and all Network and Information Systems. County shall monitor, periodically assess, and update its security controls and risk to ensure continued effectiveness of those controls.
- 8.4. **Security Risk Management Plan.** County shall ensure the level of security and privacy protection required in accordance with this Privacy and Security Agreement is documented in a security risk management plan. County shall make its security risk management plan available to ODHS for review upon request.
- 8.5. **Audit Rights and Access.** County shall maintain records in such a manner as to clearly document its compliance with and performance under this Privacy and Security Agreement, and provide ODHS, the Oregon Secretary of State, the federal government, and their duly authorized representatives access to County’s officers, agents, contractors, subcontractors, employees, facilities and records for ODHS to:
  - 8.5.1. Determine County’s compliance with this Privacy and Security Agreement,
  - 8.5.2. Validate County’s written security risk management plan, or
  - 8.5.3. Gather or verify any additional information ODHS may require to meet any state or federal laws, rules, or orders regarding Information Assets.
  - 8.5.4. Access to facilities, systems, and records under this section will be granted following reasonable notice to County. Records include paper or electronic form, system security logs, and related system components and tools

(including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

## 9. ACCESS TO ODHS SYSTEMS.

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

- 9.6.2. The use and disclosure of any Information Asset is strictly limited to the minimum information necessary to the exchange of Data between the parties described in Exhibit H-2.
- 9.6.3. Except as otherwise specified or approved by ODHS, neither County nor its Users may modify, alter, delete, or destroy any Information Asset.
- 9.7. **Revocation or Termination of Access.** Breach, or wrongful use or disclosure of Information Assets by County or its Users, may cause the immediate revocation of the Access granted through this Agreement, in the sole discretion of ODHS, or ODHS may specify a reasonable opportunity for County to cure the unauthorized use or disclosure and end the violation, and terminate the Access if County does not do so within the time specified by ODHS. Legal actions also may be taken for violations of applicable regulations and laws.
- 9.8. **No Unauthorized Distribution.** County shall not sell, make available, or provide Information Assets in any form to any other persons or organizations, and shall not use the Information Assets for any purposes other than as allowed under this Agreement and applicable law.
- 9.9. **No Impairment.** County shall not use this Access in any manner which could damage, disable, overburden, or impair Network and Information Systems or interfere with any other entity's use or benefit of Network and Information Systems.
- 9.10. **Prohibition on Data Mining.** County shall not capture, maintain, scan, index, share or use Data stored or transmitted by virtue of this interconnection, or otherwise use any data-mining technology, for any non-authorized activity. For purposes of this requirement, "non-authorized activity" means the data mining or processing of data, stored or transmitted through the Network and Information Systems, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Agreement.
- 9.11. **Incidents and Breaches.** County shall comply, and shall cause its subcontractors to comply, with any requirements for identifying and addressing an Incident or Breach. This requirement applies regardless of whether the Incident or Breach was accidental or otherwise.

## 10. SUSPENSION OR TERMINATION.

- 10.1. This Privacy and Security Agreement may be terminated at any time by written agreement of the parties.
- 10.2. This Privacy and Security Agreement may be terminated by either party upon thirty (30) calendar days' written notice to the other party.
- 10.3. Access and this Privacy and Security Agreement may be terminated immediately upon written notice from County if Access is no longer needed by County.

- 10.4. ODHS may immediately revoke the Access granted County for County's failure to comply with the requirements of this Privacy and Security Agreement. In such event, ODHS will provide subsequent written notice to County's point of contact. ODHS may, to the extent it determines it is reasonable and able to do so, provide advance notice to County to cure any deficiency or breach of this Privacy and Security Agreement.
- 10.5. Either party may terminate this Privacy and Security Agreement, and ODHS may modify Access, upon written notice if there are changes to or revised interpretations of federal or state laws, rules, or regulations, or if either party has changes in policies that require such action.

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

11.1. Except as necessary to meet obligations under [Exhibit B, Section 14], Records Maintenance and Access, County shall not retain any copies of Information Assets. County shall notify ODHS of any conditions that make returning all ODHS Information Assets not feasible. Upon ODHS' written acknowledgement that returning all Information Assets is not feasible, County shall purge or destroy retained Data in all its forms in accordance with the most current version of NIST SP 800-88 (or other agreed-upon standard) and on request provide ODHS with written certification of sanitization.

11.2. County shall maintain protections required by law or the Agreement for any retained State of Oregon Information Asset for so long as County (including through any subcontractor) retains it.

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

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

**14. SURVIVAL.** Access and rights to use Information Assets ceases upon termination of this Privacy and Security Agreement. Rights and obligations which expressly or by their nature survive termination do so survive, and include this section, provisions regarding warranties and liabilities, indemnification, and confidentiality and non-disclosure.

- 15. INTERPRETATION.** Any ambiguity in this Privacy and Security Agreement will be resolved to permit ODHS to comply with applicable privacy and security laws and State of Oregon and ODHS policies interpreting those laws.
- 16. SUBCONTRACTORS.** County shall ensure all subcontractors providing services related to this Privacy and Security Agreement are held to the same requirements as County.



**Exhibit I**  
**ARPA Innovative Infrastructure Funding**

**1. Background**

In response to the negative impact of the COVID-19 pandemic faced by ODDS Case Management Entities ODDS is awarding this one-time American Rescue Plan Act (ARPA) funding for developing infrastructure at the local level. CDDP is currently contracted to provide direct case management to Individuals receiving ODDS services under this Agreement.

Specific duties include improving, increasing, and expanding access to I/DD services for Individuals.

**2. Program Description.**

Effective upon execution of this Agreement amendment CDDP shall conduct the following activities to develop infrastructure at the local level:

- a. Hire two limited duration staff for provider support initiative to fill role as Provider coordinator whose responsibilities include, but are not limited to, the following activities:
  - i. Develop culturally and linguistically responsive trainings and training materials for residential and foster home Providers;
  - ii. Coordinate trainings for residential and foster home Providers in order to understand roles and responsibilities;
  - iii. Coordinate residential and foster home Provider trainings on receiving referrals, placement matching and accessing resources to best meet Individuals needs;
  - iv. Create plan for increased and improved communication and collaboration between CDDP staff and residential and foster home Providers; and
  - v. Provide technical assistance to residential and foster home Providers as needed.
- b. **Requirement.** For the purposes of this amendment outlined under Exhibit I and in addition to any other requirements imposed by this Agreement, CDDP shall return to ODDS any unspent funds at the time of final reporting through an accounts receivable request that will be sent from ODDS.
- c. In addition to any other limitations imposed by this Agreement, CDDP shall not:
  - i. Supplant existing funding and services that can be billed to Medicaid or other insurance.
  - ii. Use funds to pay for:
    - 1) Rent or subsidize direct housing,
    - 2) Capital gains and/or
    - 3) Wage increases, outside of hiring limited duration staff as outlined in this Exhibit.
- d. **Reporting. In addition to any other reporting requirements imposed by this Agreement:**

- i. CDDP shall submit a **Summary Report** no later than September 30, 2023, unless otherwise mutually agreed upon in writing prior to due date. The report shall include at minimum, but is not limited to:
  - 1) Progress to date on expectations
  - 2) Number and type of residential providers that received provider support
  - 3) A detailed list of expenditures to date.
  - 4) All materials developed to date in electronic format, if any.
- ii. All reporting must be submitted to [ODDSARPA.funding@odhsoha.oregon.gov](mailto:ODDSARPA.funding@odhsoha.oregon.gov).
- iii. ODDS reserves the right to recover all or partial funding awarded under this Agreement in the manner outlined in Exhibit B, Part 3, if reporting is not submitted by the due date or it is discovered that funding was not expended properly upon ODDS’s review of reports. Failure to submit required reports and improper expenditure of funds will be considered when evaluating eligibility for future funding.
- iv. CDDP must comply with all terms and conditions of this Agreement including but not limited to Exhibit B, Part 2, “Service Element Standards and Procedures”, Section 7, “Special Projects” as amended.
- v. The reporting requirements set forth in this section, and the right to recover funding if the report is not submitted by the due date or if funding was not expended properly, shall survive the expiration or termination of this Agreement.

**3. Payment Provisions.**

- a. The maximum not to exceed amount for Work completed under this Exhibit I is **\$293,450.50**.
- b. CDDP must submit an invoice to [CAU.Invoice@odhsoha.oregon.gov](mailto:CAU.Invoice@odhsoha.oregon.gov) to receive payments.
- c. Payments will be made within 45 days of receipt of ODDS receipt of accurate invoice in accordance with ORS 293.462.
- d. Payments will be made to CDDP as outlined in Exhibit B, Part 2, “Service Element Standards and Procedures”, Section 7, “Special Projects” as amended.
- e. CDDP can invoice for payment as follows:

<b>Deliverable</b>	<b>Time</b>	<b>Amount</b>
Invoice	Upon execution of amendment of Exhibit I	\$293,450.50
Summary Report	September 30, 2023	
<b>TOTAL</b>		<b>\$293,450.50</b>

- f. Failure to submit the **Summary Report** will result in a full recovery of payment.