

October 4, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Professional, Technical, Personal Services Agreement with the Conduent Healthy Communities Corporation for the Public Health Community Data Dashboard

Purpose/Outcomes	This Agreement is to develop a data portal to Conduent's database which houses Community Health Assessments (CHA) and Community Health Improvement plans (CHIP) data that assist in Public Health's strategic plan and implementation of Blueprint for Healthy Clackamas Initiative.
Dollar Amount and Fiscal Impact	Contract maximum value is \$147,500.
Funding Source	No County General Funds are involved.
Duration	Effective upon signature and terminates September 30, 2023
Strategic Plan Alignment	1. Efficient and Effective Services 2. Build a strong infrastructure.
Previous Board Action	No previous action.
Contact Person	Dawn Emerick, Public Health Director – 503-742-8479
Contract No.	8510

BACKGROUND:

Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of a Professional, Technical, Personal Services Agreement with the Conduent Healthy Communities Corporation for the Public Health Community Data Dashboard.

This Agreement is to develop a data portal to Conduent's database which houses Community Health Assessments (CHA) and Community Health Improvement plans (CHIP) data that assist in Public Health's strategic plan and implementation of Blueprint for Healthy Clackamas Initiative. This includes mapping and data visualization tools, dashboard of over 100 health and quality of life indicators, promising practices, social needs index, local resources and community engagement. This is housed in a central repository.

This Agreement has a maximum value of \$147,500. This Agreement is effective upon signature and will terminate September 30, 2023. This Agreement has been reviewed by County Counsel on September 19, 2018.

Recommendation

We recommend approval of this Agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Richard Swift", written over the printed name.

Richard Swift, Director
Health, Housing, and Human Services



CLACKAMAS COUNTY TECHNOLOGY SERVICES CONTRACT

This Technology Services Contract (this "Contract") is entered into between Conduent Healthy Communities Corporation. ("Contractor" or "HCI"), and Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Health, Housing, and Human Services Department. Contractor and County are each a "Party" and together the "Parties."

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on September 30, 2023. However, such expiration shall not extinguish or prejudice a Party's right to enforce this Contract with respect to: (a) any breach of a warranty or representation of the other Party; or (b) any breach, default or defect in the performance of any obligation of the other Party that has not been cured.

2. Statement of Work. Contractor will grant the licenses as further described in **Article III** (collectively "the License") and will provide the related services further described in **Article IV** ("the Services"). The License and the Services are also collectively referred to herein as "the Work" and terms of Article IV also referred to herein as "the Statement of Work."

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum of \$147,500.00 for the term of this Agreement through September 30, 2023, for accomplishing the Work required by this Contract, not including any additional licenses purchased on the rates set forth herein. Annual fees shall be due annually in advance and paid in accordance with ORS 293.462. Contractor shall be paid in accordance with the following fee schedule:

Item	Annual or One Time	Fee
Setup Fee	One Time Fee	\$10,000.00
License – Standalone Platform	Annual Fee	\$25,000.00
License – Customer Expenditure	Annual Fee	\$2,500.00
Year 1 Total		\$37,500.00
Years 2-5 Total	Annual Fee	\$27,500.00

4. Travel and Other Expense. Authorized: Yes No

Travel expenses are not pre-authorized under this Contract and any must be pre-approved by County for reimbursement.

5. Contract Documents. This Contract consists only of this Contract and there are no other exhibits or attachments other than any website terms expressly referenced herein. In the event any website terms conflict with the terms of this Contract, the terms of this Contract shall take precedent.

6. Contractor Data.

Name: Conduent Healthy Communities Corporation
Address: 100 Campus Drive, Suite 200, Florham Park, New Jersey 07932

Contractor Contract Administrator: Sheila Baxter
Phone No.: (510) 710-5101

Email: Sheila.baxter@conduent.com

MWESB Certification: DBE # MBE # WBE # ESB #

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. NO EFFECT OF CLICK-THROUGH TERMS

In no event will Contractor include any “click-through” terms nor shall the use of the Services be made subject to any terms and conditions in accessing or using the Services other than those that are contained or referenced in this Contract or imposed by federal, state, or local laws applicable to the obligations of Contractor in the performance of the Work, or the terms of use of the HCI Platform (“the Website Terms”) referenced at Article III Section 1.2 (collectively “the Permissible Terms”). Moreover, in the event such terms and conditions other than the Permissible Terms are ever presented to the authorized user, they shall not be binding and will have no force or effect.

2. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all reimbursable costs hereunder anticipated to be incurred in the performance of this Contract. Upon not less than 14 days’ advance written notice, Contractor, at its place of business during normal business hours or, at its option, electronically, shall provide to County and their duly authorized representatives access to the books, documents, papers, and records of Contractor which are reasonable and directly pertinent to this Contract for the purpose of audit examination of the compliance of Contractor in the performance of its obligations under this Contract. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

3. AVAILABILITY OF FUNDS. County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make full payments due under this Contract which decision shall be sent in writing to Contractor. If there is no appropriation made the County shall provide written notice of termination to Contractor. The termination will be effective, without penalty, thirty (30) days from the date mailed by County. Contractor shall be entitled to receive all amounts due hereunder accrued and prorated through the effective date of such termination. Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that the provisions of this Section 3 or Sections 19.2 or 19.4, do not permit the County to partially reduce the scope and the fees of the Work (full termination is the sole option in such event(s)).

4. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
5. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the performance by Contractor hereunder for the Work to be done under this Contract. If and to the extent applicable to Contractor in the performance of its obligations of this Contract, Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this Section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such Services and all money Contractor collected or deducted from employee's wages to provide such Services.
6. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
7. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
8. **INDEMNIFICATION**
 - 8.1 **IP Indemnity.** Each Party ("the Indemnifying Party"), and to the extent permitted by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300) as applicable to County, will indemnify, defend and hold the other Party and its officers, elected officials, employees and agents (collectively "the Indemnified Party"), harmless from and against any and all Losses resulting from, arising out of or relating to any third party claims that the Services or the HCI Platform, in the case of Contractor, or, in the case of either Party, any data provided by, or intellectual property rights licensed from, one Party to the other Party hereunder, or use thereof, infringe or violate any intellectual property rights under the laws of the United States of any third party. If Contractor believes at any time that the Work infringes a third party's intellectual property rights, Contractor may: (i) upon receipt of County's prior written consent, which County will not unreasonably withhold, replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for County the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the Work continues to function in material conformance with the specifications set forth in this Contract; and Contractor's failure or inability to accomplish any of the foregoing, within a reasonable period of time, will be

deemed a material breach of this Contract, and County may pursue any rights and remedies available to it under this Contract, including termination.

8.2 Damages to County Property and Employees. Contractor shall be liable, for all claims, suits, actions, losses, damages, liabilities, costs and expenses (collectively, "Damages") for personal injury, including death, damage to real property and damage to tangible personal property of the County or any of its employees proximately caused by the negligent, physical acts or omissions of Contractor, its officers, employees, subcontractors, or agents ("Contractor Personnel") under this Contract while on premises that are owned or controlled by the County ("County Premises").

8.3 Control of Defense and Settlement. A Party's obligation to indemnify under this Section 8 is conditioned on the Indemnified Party providing to the Indemnified Party notification within thirty (30) days of any third party claim or potential claim of which the Indemnified Party becomes aware that may be the subject of this Section 8. The Indemnifying Party will have control of the defense and settlement of any claim; however, neither the Indemnifying Party nor any attorney engaged by the Indemnifying Party will defend the claim in the name of the Indemnified Party, nor purport to act as legal representative of the Indemnified Party without the approval of the Indemnified Party, nor will the Indemnifying Party settle any claim on behalf of the County without the prior approval of the Indemnified Party if such settlement involves a financial obligation of the Indemnified Party or admits wrongdoing on the part of the Indemnified Party.

9. INDEPENDENT CONTRACTOR STATUS. The Work to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656, if and to the extent applicable with respect to the performance of the obligations of Contractor hereunder.

10. INSURANCE. Contractor shall provide insurance as indicated on **Article V**, attached hereto and by reference is incorporated herein.

11. LIMITATION OF LIABILITIES.

11.1. Neither Party's liability with respect to any single incident arising out of or related to this Contract (whether in contract or tort or under any other theory of liability) shall: (A) exceed the amounts paid by County in the twelve (12) months preceding the incident giving rise to the claim; or (B) include lost profits and indirect special, and/or consequential damages, regardless of whether the possibility of the existence of such

damages has been communicated to the Party and regardless whether that Party has or gains knowledge of the existence of such damages.

11.2. Notwithstanding anything to the contrary herein, the limitations of Section 11.1 shall not apply to or limit a Party's: (a) confidentiality obligations, including without limitation, data security obligations which cause a breach of Confidential Information, (b) indemnification obligations, or (c) in the case of the County, a violation of the license restrictions hereunder.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor or at the address or number set forth in Article I of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants that (1) it has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of the Party enforceable in accordance with its terms; (3) in the case of Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

13.1. Services Warranty. Contractor warrants that the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with applicable industry standards. Except as provided for herein, Contractor's liability and County's remedy under this Section are limited to Contractor's prompt correction of such Services, provided that written notice of such alleged defective Services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to its facilities and third party vendor software for purposes of repair or replacement under this Services warranty.

13.2. Warranty Against Infringement.

Each Party warrants that to its knowledge, the Work, in the case of Contractor, or in the case of either Party, any data provided by, or intellectual property rights licensed from, the Party to the other Party hereunder, will be free of the rightful claim of any third party by way of infringement or misappropriation of patent, copyright, trade secret, trademark or other rights arising under the laws of the United States. Contractor further warrants that to its knowledge, no act or omission of the Contractor will result in a third party holding a claim that interferes with the County's use of the Work. Contractor warrants that it owns or possesses the necessary rights, title and licenses necessary to perform its obligations hereunder. Notwithstanding the forgoing, the forgoing warranty does not extend to: (i) use of the Work in combination with modules, apparatus, hardware, software, or Services not authorized by the Contractor or contemplated for use with the Work; (ii) use of the Work in a manner that is not in accordance with this Contract or (iii) the alteration or modification of the Work by a party other than the Contractor, unless such alterations and modifications were authorized in writing by the Contractor.

13.3. No Other Warranties.

Contractor cannot guarantee that every error in or problem with the Work raised by County will be resolved. THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE WORK, OR THIS CONTRACT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. CONTRACTOR DOES NOT WARRANT THAT THE WORK PROVIDED HEREUNDER MEET LOCAL, STATE, OR FEDERAL REGULATORY REQUIREMENTS FOR CONDUCTING COMMUNITY HEALTH NEEDS ASSESSMENTS OR PROVIDING HEALTH INFORMATION TO COMMUNITIES. To the extent that a party may not as a matter of Applicable Law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

13.4. Liens.

Contractor shall hold the County harmless from claimants supplying labor or materials to the Contractor or its subcontractors in the performance of this Contract.

14. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 2, 7, 8, 11, 12, 13, 14, 15, 17, 20, 21, 22, 23, 26, and 28.

15. SEVERABILITY If any term or provision of this Contract 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 Contract did not contain the particular term or provision held to be invalid.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract other than with a then affiliate of Contractor, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County which may not be unreasonably withheld or delayed; provided, however, without the prior written approval of the County, Contractor may assign this Contract in connection with a sale, merger, reorganization or other transfer involving substantially all of the assets of Contractor. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. For the avoidance of doubt, the use of vendors shall not be subject to this Section.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. In accordance with ORS 279B.045, Contractor represents and warrants that during the term of this contract, and for a period no fewer than six (6) calendar years preceding the effective date of this Contract, it has complied with:

- 18.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- 18.2. Any tax provision imposed by a political subdivision of this state that applies to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation of any work performed by Contractor;
- 18.3. Any tax provision imposed by a political subdivision of this state applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- 18.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforces of the forgoing taxes, laws, or provisions.
- 18.5. County hereby represents and warrants that, to the best of its knowledge, there are no Oregon taxes in the nature of sales or use taxes applicable to any amounts payable by County to Contractor hereunder.

19. TERMINATIONS. This Contract may be terminated for the following reasons:

- 19.1. This Contract may be terminated at any time by mutual consent of the Parties, or by either party upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other Party's receipt of such notice from the non-breaching Party.
- 19.2. County may terminate this Contract effective thirty (30) days from the delivery (receipt) of notice to Contractor, or at such later date as may be stated in such notice by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any material license or certificate required by law or regulation to be held by the Contractor to provide the Services required by this Contract is for any reason denied, revoked, or not renewed.
- 19.3. This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor materially fails to provide Services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor materially fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, (iii) and after receipt of notice from the County, materially fails to correct such failure within thirty (30) business days from the receipt of such notice.
- 19.4. If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without penalty by giving Contractor not less than thirty (30) days' notice.

20. EFFECT OF TERMINATION. In the event of any termination or expiration of this Contract:

- 20.1. County will pay all Contractor invoices for the Work that were provided or accrued up to the effective termination date as provided under the provisions of this Contract with respect to the given termination.
- 20.2. All rights and licenses granted hereunder to County (as well as all rights granted to any authorized users of County) will immediately cease as of the effective termination date;
- 20.3. Contractor will provide records to County in accordance with its transition assistance Services (“**Transition Assistance**”) to the extent applicable as set forth in Section 22 below; and
- 20.4. The Parties will, upon written request of the other Party, either return to the requesting Party or destroy any Confidential Information or Data of requesting Party that are in other Parties possession or control.

21. REMEDIES.

- 21.1. In the event of termination pursuant to Article II Sections 19.2 or 19.4, and the County has not previously committed an uncured breach of this Contract, Contractor’s sole remedy shall be a claim for the sum of all unpaid amounts accrued on a prorated basis through the effective date of termination less any claim(s) which the County has against Contractor for any uncured breach of Contractor hereunder; and if previous amounts paid to Contractor exceed the amount then due to Contractor, Contractor shall pay any excess to County on demand.
- 21.2. In the event of termination for any other reason, each party shall have any remedy available to it in law or equity.
- 21.3. As of the effective date of termination for the given termination as provided in this Contract, Contractor shall immediately cease all activities under this Contract, unless required for Transition Assistance.

22. TRANSITION ASSISTANCE.

Upon termination of the Agreement for any reason, and subject to all fees due being paid in full, Contractor will return County’s Data in a CSV, PDF or other mutually agreeable format for each record (“**Record**”) and provide them to the County for download. Records can be uploaded to County’s new records management system by the County or its new vendor.

Transition Assistance as outlined in this Section is included in the fees charged to County for the Services.

23. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department

of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract.

25. **FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, war, internet service interruptions, slowdowns, vandalism, or "hacker" attacks where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
26. **WAIVER.** The failure of a Party to enforce any provision of this Contract shall not constitute a waiver by such Party of that or any other provision.
27. **COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, to the extent applicable, the following terms and conditions are made a part of this Contract:
 - 27.1. Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; and (iv) pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
 - 27.2. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or Services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or Services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
 - 27.3. The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which by reference is incorporated herein. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
 - 27.4. The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such Services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such Services.
28. **CONFIDENTIALITY.**
 - 28.1. **Definition of Confidential Information.** For the purposes of this Contract, "Confidential Information" means:
 - 28.1.1. With respect to Contractor, the proprietary or confidential information of Contractor, including without limitation, the Services and the HCI Platform and any and all related source code and documentation and non-public information

or material regarding Contractor's legal or business affairs, financing, customers, properties or data, including, without limitation, Contractor Data (hereinafter defined), and all analytics, algorithms or other comparative relationships, and;

28.1.2. With respect to the County, the proprietary or confidential information of the County, including without limitation, any non-public information or material regarding the County's legal or business affairs, financing, customers, property or data, including without limitation, the County Data (hereinafter defined).

28.1.3. Notwithstanding any of the forgoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the Disclosing Party.

28.2 Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the effective date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Contract; (ii) subject to Section 28.5 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees, affiliates, agents and independent contractors who have a reasonable need to know such Confidential Information in connection with the Receiving Party's performance of this Contract and are bound to confidentiality restrictions at least as stringent as those applicable to the Party otherwise hereunder; and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

28.3 Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care). Each Party shall notify the other Party as soon as reasonably practicable in the event that Confidential Information of the Party is believed to have been the subject of unauthorized disclosure or use.

28.4 Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee, affiliate, agent, or independent contractor access to any Confidential Information of the Disclosing Party, the Receiving Party shall require such person or entity to have executed a written confidentiality agreement with provisions at least as stringent as the obligations of the Receiving Party hereunder and covering the potential receipt of the Disclosing Party's Confidential Information.

28.5 Required Disclosures. In the event that either Party is requested or required (without limitation, by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or similar process or by any law, rule or regulation of any governmental agency or regulatory authority) (for the purposes of this paragraph, each, a "Request") to disclose any of the Confidential

Information of the other Party, such Party shall provide the other Party with prompt written notice of any such request or requirement so that such other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Contract. If, in the absence of a protective order or other remedy or the receipt of a waiver, and if one Party is nonetheless, legally compelled to disclose Confidential Information, such Party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such Party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal.

28.6 Public Records. Contractor acknowledges and agrees that Oregon Public Record Law may apply to certain information disclosed hereunder and that County will promptly comply with such disclosures to the extent required by law. County acknowledges that certain exemptions to the Oregon Public Record Law may apply to information disclosed hereunder. Accordingly, County will contact Contractor within three (3) business days after County receives a public records request for Contractor records. Once the County identifies records it is prepared to release in response to the request, the County will notify the Contractor and provide copies of the documents the County plans to release. The County will provide the Contractor no more than three (3) business days an opportunity to object to the release of the Contractor information, providing sufficient time to review the documents in light of the volume of responsive documents. If County chooses to release the Contractor's information over the objection of the Contractor, then County will provide written notice to the Contractor. The written notice must be received by the Contractor at least ten calendar days before the date the County intends to release the Contractor's records. Notwithstanding any provisions of this Section 28.6 or other provisions of this Contract, at any time Contractor may take independent action to defend against the requested or attempted disclosure of any of its information pursuant to the Oregon Public Record Law or any other law.

29. Acceptance Testing. Prior to accepting the HCI Platform, the County and Contractor shall perform any acceptance testing in accordance with the Statement of Work. Acceptance by County shall not constitute a waiver of any applicable warranty. Payment for the Work does not constitute Acceptance, nor does it constitute a waiver of any applicable warranty.

30. Changes to Work. Contractor may make changes and updates to the Work, provided that it does not materially derogate the overall quality of the Work. Contractor does not guarantee that the Work or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of County that Contractor determines are incompatible with the operation of the Work .

31. Non-Solicitation. Without the prior written consent of the other Party, until at least twelve (12) months have passed since the date a given employee, agent, or subcontractor of the other Party was last involved in any Services (whether providing or receiving such Services) under this Contract ("Personnel"), County and Contractor each agree to refrain from employing or engaging the services of such Personnel, as a result of a direct or indirect solicitation of such Personnel. If a Party is interested in hiring or engaging any Personnel of the other Party, such interest will be discussed first with the other Party prior to discussing such an offer with the Personnel. In no event shall this Section apply with respect to Personnel of the other Party who

independently approaches the other Party or are recruited through use of employment advertising made to the public.

ARTICLE III.

1. SOFTWARE LICENSE PROVISIONS

- 1.1. License.** During the Term of this Contract and in exchange for the payment of the fees due hereunder, Contractor hereby grants a non-exclusive, non-transferable, non-sublicensable license to County and its authorized users ("Authorized Users") to access and use the Work through the HCI Platform in accordance with the terms and conditions of this Contract. Contractor will be responsible for hosting the HCI Platform on servers operated by or for Contractor accessible at the URL address owned by County ("the Website"), and County and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Website.
- 1.2. Authorized Users.** County will be responsible to Contractor for compliance with the restrictions on use and other terms and conditions of this Contract by any of its Authorized Users. County will either incorporate HCI's terms of use into its terms of use, as will be displayed on the Website, or allow Contractor to maintain a terms of use link and document on the Website. Authorized Users must agree to the terms of use or will not be allowed to use the HCI Platform. County's staff shall have first line responsibility for dealing with Authorized User support inquiries in a commercially reasonable manner agreed to by Contractor. Contractor will provide second tier support directly to County through the internet, email and telephone support during normal business hours (9AM to 5PM Pacific Time) with an initial response within one business day that includes an estimated time for final resolution. County will designate and Contractor will train one support person who will be County's interface with Contractor on support matters.
- 1.3. Other Licenses.** County grants to Contractor a worldwide, non-exclusive, non-transferrable, non-sublicensable, royalty-free license to use, reproduce, distribute, perform and display any and all County Data it provides to Contractor in connection with the HCI Platform. Contractor and County each grant to the other a limited, non-exclusive, non-sublicensable, worldwide license to use the other's trademarks, trade names, copyrights and logos and trade dress (collectively, "Trademarks") only as necessary to fulfill each Party's obligations under this Contract during its term. Contractor and County each agree that the quality of its manner of use of the other's Trademarks shall be high and Contractor and County may each terminate the other's license to use its Trademarks if it determines that the other's use of such Trademarks tarnishes, blurs or dilutes the quality or good will associated with such Trademarks and such problem is not cured within ten (10) days of notice thereof. Each Party agrees not to contest the other Party's ownership of its Trademarks, not to disparage or call into question the validity, value or ownership thereof, and not to use any of the other Party's Trademarks in any manner so as to create a combined trademark. Except as expressly granted in this Contract, no other rights or licenses or uses whatsoever in or to the HCI Platform or Contractor's Trademarks are granted to County. Contractor is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, throughout the world (including all intellectual property and other proprietary rights), in and to the original and copies of the HCI Platform and any associated and derivative intellectual property, all website usage statistics (system utilization data), all new

features and enhancements to the HCI Platform, and any reports and supporting services provided by Contractor under this Contract.

- 1.4. Copies of Documentation.** Contractor will provide County via the Website or other means with access to the documentation, as may be updated from time to time. During the term of this Contract, County may reproduce the documentation provided that each copy thereby produced shall be marked with Contractor's proprietary markings as delivered to the County. County may use the documentation solely in connection with the use of the Work.
- 1.5. Title.** As between Contractor and County, Contractor retains title to and ownership of the Work and related source code and documentation, including all intellectual property rights relating thereto (collectively, "Contractor Intellectual Property"). County will have no rights with respect to the Work and related source code and documentation other than those expressly granted under this Contract. Any suggestions for changes or improvements to the Work that County provides to Contractor, whether solicited by Contractor or not, shall be owned by Contractor and Contractor hereby irrevocably assigns, and shall assign, to Contractor all right, title, and interest in and to such suggestions. Contractor shall have no obligation to incorporate such suggestion into its present or future products or services.
- 1.6. Restrictions on Use.** County and its Authorized Users will not (and will not permit any third party to), (i) share County's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the Work or of any files contained in or generated by the Work ; (iii) copy, modify adapt or translate the Work , or otherwise make any use, resell, distribution or sublicense the Work other than in connection with this Contract; (iv) make the Work available on a "service bureau" basis or allow any third party to use the Work ; (v) disclose the Work or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the Work ; (vii) use the Work in violation of any Applicable Law; (viii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Work ; (ix) introduce into the Work any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (x) use the Work to post advertising or listings; (xi) use the Work to defame, abuse, harass, stalk, or threaten others; (xii) permit access or use of the Work by any individual outside the United States; (xiii) hide or obscure any authorized user's location; (xiv) permit access or use of the Work , for any activities other than for County's own business; or (xv) ,permit access or use of the Work, where reliance solely on, or failure to use, the Work could lead to death, personal injury, or property damages. County and its Authorized Users will not access the Work if in direct competition with Contractor, and will not allow access to the Work by any party who is in direct competition with Contractor, except with Contractor's prior written consent.
- 1.7. County Data.** As between Contractor and County, County owns and shall retain all rights, title, and interest, including, without limitation, all intellectual property rights, in and to all data and information that County provides to Contractor for accessibility through the HCI Platform ("the County Data"). County shall have the sole responsibility for the accuracy, quality, and legality of the County Data, including obtaining all rights and consents necessary to share the County Data with Contractor as set forth in this Contract. Contractor shall not access County user accounts or County Data, except; (i) in the course of data center operations, (ii) in response to the Work or technical issues, (iii)

as required by the express terms of this Contact, (iv) at County written request. Contractor shall not collect, access, or use user-specific County information except as strictly necessary to provide the Work to the County. Notwithstanding anything to the contrary contained herein, County hereby grants to Contractor an irrevocable, worldwide, royalty free, non-exclusive license to use the County Data to: (a) provide the Work to County and other Contractor clients; and (b) if the Parties later amend Article III to add necessary and appropriate provisions for Contractor to provide County such additional services, analyze the County Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the Work , create new products and services for other Contractor present and future clients; and for Contractor's internal purposes to improve its applications, software, and related services for other Contractor present and future clients.

- 1.8. Export of County Data.** The County will have ability to directly query a near-live copy of their database in order to extract County Data stored in the HCI Platform. Furthermore, the County will have the ability to export common datasets directly from the Contractor user interface.
- 1.9 Contractor Data.** As between Contractor and County, Contractor owns, or has license rights to, the various data and information Contractor provides for access through the HCI Platform other than County Data ("Contractor Data"). County retains ownership of all data County supplies for access through the HCI Platform. Contractor shall retain all rights, title, and interest, including, without limitation, all intellectual property rights, in and to all Contractor Data.

2. SECURITY

- 2.1. Data Protection.** The Contractor shall use reasonable commercial efforts to protect against the unauthorized use of County Data or County Confidential Information at any time. Notwithstanding anything to the contrary herein, County agrees not to provide or give access to the Contractor of any County Data or County Confidential Information which is the subject of state, federal or international privacy laws, including without limitation, the Health Insurance Portability and Accountability Act ("HIPAA") or the European Union General Data Privacy Regulations ("GDPR"). To this end, the Contractor shall safeguard the confidentiality, integrity and availability of County Confidential Information or County Data by complying with the following conditions:
 - 2.1.1.** The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures designed to safeguard against unauthorized access, disclosure or theft of non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own non-public data of similar kind.
 - 2.1.2.** All County Data and County Confidential Information obtained by the Contractor in the performance of the Contract shall become and remain the property of the County.
 - 2.1.3.** Except as otherwise provided herein, Contractor shall not use any County Data or County confidential Information collected in connection with the Work issued from this Contract for any purpose other than fulfilling the Work; provided, however, County understands and agrees that when it uses certain features of the Work , certain information and data may be collected from

County's users, including monitoring and recording activity, and tracking physical location, which may include personal identifying information as to location or website addresses and County agrees that Contractor may use such information to (i) provide more effective Services, or (ii) to develop and test its Work

2.2. Data Location.

Contractor shall store County Data and County Confidential Information in data centers in the U.S. Contractor shall permit its personnel and contractors to access County data remotely from the U.S., as required to perform the Work or provide technical support.

2.3. Security Incident or Data Breach Notification.

2.3.1. Incident Response. Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law, contained in the contract or as otherwise determined by the Contractor. Discussing security incidents with the County should be handled on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law as otherwise determined by the Contractor.

2.3.2. Security Incident Reporting Requirements. Each Party shall report a security incident to the other Party's identified contact promptly without out reasonable delay.

2.3.3. Breach Reporting Requirements.

2.3.3.1. Each Party shall promptly notify the other Party of any such security breach actually becoming known to the Party that materially compromises the systems and/or data of the other Party. Both Parties agree to cooperate in any investigation of such a security breach.

2.3.3.2. Each Party shall promptly notify the other Party of any unauthorized access or unauthorized disclosure or use by a third party of data of the other Party collected or obtained by the Party under this Contract. Contractor shall provide such notice following actual knowledge of discovery and without unreasonable delay.

2.4. Access to Security Logs and Reports.

Contractor shall provide security reports upon County's reasonable written request. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Contract.

ARTICLE IV - STATEMENT OF WORK

HCI will make available to Clackamas County Public Health (Client) a version of the HCI Standalone Platform ("HCI Platform") as follows (this Article IV also referred to as "the Statement of Work"):

HCI Features

The HCI Platform will be configured for Clackamas County, Oregon and will include the following features:

1. Data and Analysis Features

- Community Dashboard - Data dashboard that houses all of the indicators on your site. Search and filter by geography, topic and subpopulation groups (race/ethnicity, age, and gender) when available. Client can add local data into the Community Dashboard (see "#4-Customization Tools & Options").
 - Core List: 100+ health and quality of life indicators as available from public, online state or national data sources and dependent upon statistical validity for a geography. Core indicator list is subject to change from time to time depending upon data availability and strategy.
 - Consumer Expenditure Data: 10 indicators of per capita health-related expenditures.
- Demographics - Nielsen Claritas Demographic Profile Data - Tier 2/250 demographic elements for the one County (Clackamas). Single year estimates provided at the state, county, and zip code level. Allows local administrator to create custom charts using demographic data.
- SocioNeeds Index - A measure of socioeconomic need correlated with preventable hospitalizations and poor health outcomes; counties and zip codes within your selected area are given an Index Value based on a national distribution and then mapped relative to your area to show degrees of socioeconomic need within your community.
- Data Scoring Tool - Rank indicators on the HCI Community Dashboard according to a systematic summary of comparisons, grouping indicators into topic areas for a higher level ranking of community health needs. Reports are downloaded from the administrative system at the County level.
- GIS Maps - Quickly visualize health and quality of life indicators within your community; GIS Maps display indicators available for standard geographies (county, zip code and census tract).
- Data Extracts - Provides the local administrator with tools to download the indicators into an Excel spreadsheet for import into other applications.

2. Evaluation and Tracking Tools

- Healthy People 2020 Tracker - HCI-maintained progress tracker for key Healthy People 2020 targets
- Local Progress Trackers - Allows local administrator to create a curated list of indicators to quickly identify and track progress on local initiatives.
- Locally Added Targets - Client can add local targets to HCI-maintained and locally-maintained indicators using the self-service tool.

3. Resource Features

- Promising Practice - Database of 2,000+ health and quality of life programs and policies from across the country classified by effectiveness
- Resource Library - Central repository for local resources, including reports, community health assessments, community profiles, 211 resources (when available, single county systems only) and other local content. Content must be uploaded and maintained by client.
- Funding Opportunities - HCI-maintained collection of national grants and funding opportunities.
- CHNA Guide- Interactive, step-by-step guide designed to assist organizations in assessing community health needs and designing strategies and programs to address prioritized needs
 - Report Assistant - Quickly create content summary reports that can be exported and shared with others. These reports can be emailed or saved as a PDF.
- Topic Centers- Topic index pages that bring together all the resources in the site on a particular topic area.

4. Customization Tools and Options

- Standalone Website Branding - Client can select the website name, URL, color palette and fonts. HCI will work with Client to design the banner.
- Navigation Menu - Client can customize website navigation. Includes ability to link to platform features provided by HCI as well as custom pages created by client.
- Tiles - HCI's custom content management system. Allows client to easily create and administer pages without having to know HTML. Client can select from more than 15 unique tile options to highlight HCI's core tools (indicators, maps, related content, etc.) as well as locally maintained content (client pictures, videos, health improvement plans, resources, etc.). Client can stack and assemble tiles to create custom pages.
- Homepage - Homepage designed using Tiles (HCI's custom content management system); includes ability to customize homepage content such as images, text, tools and sponsor logos.
- Custom Web Pages - Allows local administrator to create unlimited custom web pages using Tiles (HCI's custom content management system); system does not require HTML knowledge.
- Locally Maintained Indicators - Client can add local data into the Community Dashboard using the self-service tool. Please note the anticipated time to setup and maintain will vary depending on data complexity, quantity, and user capacity. HCI provides training and guidance to support local content addition.
- Language Translation - Automated translation of website for 40+ languages supported by Google

HCI Services

The HCI Platform comes with the following services:

1. Account Manager Training and Support Services*

HCI and your Account Manager will provide the following services to assist in implementation and maintenance of the HCI Platform:

- Orientation Call - An initial phone call to meet your Account Manager, review timeline and discuss next steps.
- Kickoff Meeting (optional) - An initial project kickoff meeting to introduce the platform and the implementation process.
- Branding Meeting - A webinar with a small group of key decision-makers. Includes overview of the branding process, review of client examples and key decisions that client must make to establish the brand and style of their HCI Platform.
- Local Administrator Training - Personalized webinar trainings on website features and system administration. Webinar trainings are tailored to client needs and may include overall approach / process for adding local indicators, how to use the system's dashboards / data analysis tools and how to upload and create content such as priority pages or reports.
- Site Orientation - A meeting to introduce your custom-designed HCI Platform. Includes overview of site features and topics aligned with client's goals and objectives. Participants include key decision-makers and (optionally) partners, stakeholders and other end users.
- Quarterly Meetings- Regularly scheduled, quarterly check-in meetings after site launch. Topics may include indicator -updates, product updates, upcoming webinars, or discussions designed, to understand and help support client's goals and objectives.
- Help Center- 24/7 access to an online client Help Center with step-by-step written instructions, training videos and client examples.

*Account Manager support services are conducted via phone/webinar; however, client may receive 1-2 site visits at client's expense. In-person meetings can be arranged to provide on-site training, conduct a kickoff meeting, lead a site orientation, launch a site or attend/conduct another meeting as specified by the client.

2. HCI Peer Network

The HCI Peer Network consists of hospitals, health departments and community coalitions licensing the HCI Platform and provides access to the following benefits:

- Community Resources – 24/7 access to a variety of examples from HCI clients, including client success stories, sample CHNA reports implementation strategies and approaches for marketing your HCI Platform to your community.
- Webinars - Access to on-demand and live webinars led by public health professionals at HCI in conjunction with the HCI Peer Network. Webinars highlight new product features, client success stories and trending population health topics.
- Newsletter- Subscription to client email communications featuring indicator updates,

product updates, webinar announcements, client success stories, HCI news and more.

- Client Meetings- Invitation to national or regional meetings.

3. **HCI Maintenance Services**

HCI's ongoing responsibilities:

- Keep the site up and running with high availability - response time to mission critical website failures is 24/7
- Respond to questions from the client during regular business hours regarding usual operations of the website
- Update core indicators within one calendar quarter of public, online source data updates
- Maintain integrity of links for the promising practices database
- Fix any defects or bugs that are identified in the system
- Respond to change orders in a timely fashion; initial response within one business day for urgent requests.

Client responsibilities: County will have the following responsibilities to assist in the launch and maintenance of the site:

- Maintain one project manager to serve as the point of contact with HCI. Client has assigned Dawn Emerick as the primary point of contact to lead implementation, receive website administration training and interact with HCI during the implementation and maintenance of the HCI Platform.
- Provide feedback and review of site developments in a timely manner
- Regularly update locally maintained content
- Respond to brief, occasional surveys to provide feedback on HCI product and services.

Changes and Additions to the Statement of Work

If new requirements or expanded requirements are identified during the specifications phase, this Statement of Work may be amended and agreed to in writing by the parties and in advance of development. HCI reserves the right to change the content, indicators (subject to relevance, availability, and input by local partners), software and functionality of the HCI Platform from time to time, and in accordance with any regulatory requirements and then-current product specifications.

Schedule of Deliverables / Timeline

The following timeline outlines the typical implementation process. The timeline will be refined upon Agreement signing and is dependent on each party meeting defined project dates for milestones.

Work Step	Task Owner	Completion Date
Contract Signed	HCI/Client	Agreement Sign Date
Orientation Call	HCI/Client	Upon Agreement signing
Kickoff Meeting (optional)	HCI/Client	1-4 weeks from Effective Date
Site Branding Completed	HCI/Client	10-14 weeks from Effective Date
Access to training materials and ability to add local content begins	HCI/Client	10-14 weeks from Effective Date
Completion of core system content/ Beginning of licensing period	HCI	14-16 weeks from Effective Date; exact date to be notified to Client by HCI and to be referred to as the "Licensing Period Start Date"
Project completion sign-off by client	Client	14-16 weeks from Effective Date
Ongoing site maintenance and content updates	HCI	Ongoing
Soft launch of system to internal review team	Client	Date TBD by Client
Public launch of system (optional)	Client	Date TBD by Client

Terms of Payment

Pricing:

Basic HCI Platform

State: Oregon

County: Clackamas

Description	Fee
Setup (one-time fee)	\$10,000
Annual License - Standalone Platform	\$25,000
Annual License - Consumer Expenditure (Supplemental)	\$2,500

The County has assigned Sherry Olson as the billing contact to receive invoices and interact with HCI on billing matters. HCI understands the billing contact may change from time to time upon notice.

Sherry L. Olson (Whitehead)
Public Health Business Services Manager PH:
2051 Kaen Road, Oregon City, Oregon 97045
(503) 742-5342
Cell: (971) 804-1012
SOlson4@co.clackamas.or.us

ARTICLE V - INSURANCE

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

Technology Errors & Omissions. The Contractor agrees to furnish the County evidence of Technology Errors & Omissions insurance coverage including Professional Liability, Risk, Data Breach and Privacy/Cyber in the amount of \$2,000,000 in the aggregate.

At Contractor's election, (i) the policies must provide extending reporting period coverage for claims made within two years after the contract is completed or (ii) Contractor will renew professional liability insurance and technology errors & omissions for two years after contract is completed or (iii) Contractor will purchase a two-year extended reporting period in the event the insurance is not renewed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County

acceptance. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

- 6. **Notice of cancellation or change.** There shall be no cancellation or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or purchasing@clackamas.us.

ARTICLE VI – SIGNATURES

MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR IN RELATIONSHIP TO COUNTY, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Conduent Healthy Communities Corporation

Clackamas County

DocuSigned by:



9/19/2018 9:02:18 AM PDT

Authorized Signature

Date

Richard Swift, Director

Date

Steve Roden
Executive Vice President

Approved as to Form:

Oregon Business Registry #144294899

County Counsel

Date

A State of California Corporation

October 4, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Health, Housing & Human Services and the North Clackamas Parks and Recreation District on use of Concord Elementary building for Law Enforcement Assisted Diversion program.

Purpose/Outcomes	<ul style="list-style-type: none"> • Reduce incarceration and recidivism rates and improve health and housing outcomes for program participants • Improve inter-departmental cooperation in meeting the needs of vulnerable residents • Improve neighborhood livability
Dollar Amount and Fiscal Impact	<p>\$9,600 (estimated rental value over two years of classroom space donated to the LEAD program) No county staff are funded through this agreement. No County General Funds are involved.</p>
Funding Source	N/A,
Duration	October 4, 2018 – October 4, 2020
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Improve community safety and health • Ensure safe, healthy and secure communities
Contact Person	Vahid Brown, 503-742-5345
Contract No.	# 9050

BACKGROUND:

The Health, Housing and Human Services Department (H3S) requests the approval of an Agreement with the North Clackamas Parks and Recreation District (NCPRD) for cooperative use of classroom space at the NCPRD-owned facility at 3811 SE Concord Road, Oak Grove, Oregon 97267. H3S has already entered into an inter-departmental partnership with the Clackamas County Sheriff's Office and the Clackamas County District Attorney to implement a Law Enforcement Assisted Diversion (LEAD) program. H3S has contracted with Central City Concern to provide case management services to this program. LEAD is an evidence based policy innovation now in use in multiple jurisdictions nationwide and has proven effective in reducing incarceration and recidivism rates and in improving the connection to needed services for vulnerable community members. Under LEAD, a pre-arrest referral to Central City Concern case managers for individuals found by Clackamas County Sheriff deputies to be in possession of a controlled substance will be offered to persons who would otherwise face arrest. Under the proposed agreement with NCPRD, individuals who chose to accept that referral and participate in LEAD will be introduced to the Central City Concern case manager by the Sheriff's deputy in the classroom space offered for this purpose by NCPRD. The Central City Concern case manager will then

Healthy Families. Strong Communities.

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

www.clackamas.us

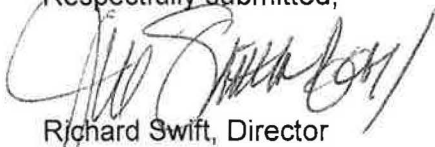
work with H3S and community partners to provide services to LEAD participants, including physical and behavioral health care, addiction and recovery services, housing transition services, and other such services as needed.

The Agreement is effective October 4, 2018 and terminates October 4, 2020. It has been approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", is written over the typed name below.

Richard Swift, Director
Health, Housing & Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN NORTH CLACKAMAS PARKS & RECREATION DISTRICT
AND CLACKAMAS COUNTY ON BEHALF OF THE CLACKAMAS COUNTY HEALTH, HOUSING &
HUMAN SERVICES DEPARTMENT FOR COOPERATIVE USE OF THE NCPRD-OWNED FACILITY AT
3811 SE CONCORD ROAD, OAK GROVE, OR 97267**

This Agreement is entered into pursuant to the authority granted in Oregon Revised Statutes, Chapter 190, between the North Clackamas Parks & Recreation District (NCPRD), a parks and recreation county service district organized and existing under the authority of Oregon Revised Statutes Chapter 451, and Clackamas County (COUNTY) on behalf of the Clackamas County Health, Housing & Human Services Department (H3S), to provide for cooperative use of classroom space located within the NCPRD owned Concord building for use in temporarily hosting the H3S (LEAD) program.

In reliance and on the terms and conditions set forth below, the parties hereby agree that:

1. PURPOSE

NCPRD owns the Concord building located at 3811 SE Concord Rd, Oak Grove, Oregon, 97267. Each party desires to cooperate to provide effective and efficient services to the public by allowing use of the Concord building to co-locate H3S (LEAD) program space. H3S will benefit by having access to a single classroom near the west entrance (as assigned by NCPRD). H3S will be allowed to use several parking spaces near the west entrance (see Attachment A), as well as the restroom facilities located nearest to the assigned classroom.

2. FACILITY USE

2.1 TERMS

2.1.1 NCPRD agrees to provide H3S the shared use of a designated classroom space in the Concord building for use as H3S program space and associated parking space(s). The ownership and control of these facilities will remain with NCPRD. H3S agrees that its use of the NCPRD owned Concord facility is conditioned upon the building being available and not needed for other NCPRD uses at the current time. It is agreed by both parties that the shared use by H3S of the NCPRD Concord facility is a temporary arrangement. H3S understands this and will begin searching for a long-term facility option for the LEAD program at least six months prior to the termination of the 2 year agreement.

2.1.2 Additional program space and/or technology equipment installation may be requested by H3S and may be approved by NCPRD on a case-by-case basis with associated costs to H3S.

2.1.3 NCPRD agrees to provide the following services to H3S:

- A. "Utilities" including natural gas, water services, sewer services, electricity, refuse removal, heating and air conditioning.

B. Restroom facilities.

C. Parking spaces as designated in Exhibit A.

Building maintenance (roof, paint, HVAC, etc.) as funding is available based on NCPRD's capital asset repair & replace program. A power source and facility access for H3S owned internet and WiFi equipment location and maintenance.

- 2.1.4 H3S will have use of designated program space and will limit its use of the facility to those services necessary to provide and support H3S activities. H3S personnel will be responsible for unlocking and locking/securing doors and/or gates as necessary to gain access to NCPRD facilities upon each use. NCPRD will provide appropriate key card and access codes to H3S as needed for these purposes. H3S access will be limited to those areas identified on a site map ("Exhibit A").
- 2.1.5 H3S use of the NCPRD facilities will in no case interfere with the primary purpose of the facility to serve as a recreation area. H3S personnel should alert NCPRD staff, tenants or contractors of their presence when entering an NCPRD facility, especially during non-business hours if they are also occupying the facility.
- 2.1.6 Appropriate H3S vehicle parking locations will be identified on a site map attached as ("Exhibit A") in order to avoid conflicts with NCPRD staff or public use, and also to maximize visibility of H3S vehicles to the general public.
- 2.1.7 All H3S technology equipment installations will require NCPRD approval to limit any potential interference with NCPRD technology systems.
- 2.1.8 H3S is responsible to provide telephone equipment and telephone service in all H3S utilized program spaces within the Concord building.
- 2.1.9 H3S at its option and own expense may provide printers in H3S program spaces.
- 2.1.10 H3S shall provide and maintain any necessary internet and Wi-Fi equipment.
- 2.1.11 H3S will provide ordinary and regular cleaning for the program spaces designated as H3S spaces in the Concord building.. The offices are expected to be maintained in the condition as when originally occupied.
- 2.1.12 H3S agrees that no hazardous material/substances will be brought into or stored inside a NCPRD facility at any time.
- 2.1.13 H3S will provide any additional furniture located within their program space.
- 2.1.14 NCPRD is not responsible for any loss of H3S property or data from any cause.

2.1.15 Due to the proximity of children and NCPRD clients, H3S will in no case serve clients at the Concord site who are registered sex offenders, or felons convicted of violent offenses, or any other individual which is known to Clackamas County Sheriff's Office to be dangerous or pose a threat to the safety of other persons for any reasons.

2.1.16 H3S shall make no improvements or alterations on the premises of any kind without first obtaining NCPRD's written consent. All alterations shall be made in a good and workman like manor, in accordance with the best practices of the trades, and in compliance with applicable laws and building codes. Alterations include installation of computer and telecommunications wiring, cables, and conduit.

3. TERM OF AGREEMENT

3.1 This Agreement shall be in effect for up to two (2) years upon execution. Either party may terminate this Agreement at any time, and for any reason, by giving a minimum of sixty (60) days advance written notice to the other.

3.2 NCPRD and H3S agree that upon termination the office spaces will be restored to the same condition as when originally occupied, excepting normal wear and tear. H3S equipment installed in designated office space will remain property of H3S.

4. FORCED LIMITATIONS

In the event there is a state-wide legislation beyond the control of either party, limiting either property tax or the services provided by H3S or NCPRD, this Agreement may be renegotiated. Renegotiating shall begin upon the written request of either party.

5. INDEMNITY AND INSURANCE

5.1 Each party agrees solely to be liable for and hold the other harmless from any claims, actions or suits arising from its acts or those of its employees, officers, directors, agents, or volunteers in carrying out the purpose of this Agreement. Each party agrees to maintain liability insurance or self-insurance for risks arising out of this Agreement, which covers the other party as an additional insured.

5.2 Each party agrees to provide workers' compensation insurance for its employees, and to hold the other party harmless for injuries and work-related illnesses to its employees.

5.3 NCPRD agrees to insure its buildings with the coverage provided through the County self-insurance program for any damage and destruction of building, tenant improvements and betterments.

5.4 Each party agrees that neither party shall act as the agent of the other, and no employee of one party shall be considered to be an employee of the other party for any purpose.

6. COMPENSATION

This is a cooperative agreement; no compensation is required between the parties.

7. AMENDMENT

This Agreement may be amended only in writing upon the mutual consent of both parties.

8. TERMINATION OF PREVIOUS AGREEMENT

This Agreement supersedes all previous agreements for the provision of shared use of NCPRD facilities between NCPRD and H3S. Any former agreements are terminated on the effective date of the signing of this agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

BOARD OF DIRECTORS
NORTH CLACKAMAS PARKS AND
RECREATION DISTRICT

BOARD OF COUNTY COMMISSIONERS
CLACKAMAS COUNTY
HEALTH, HOUSING AND HUMAN
SERVICES DEPARTMENT

Jim Bernard
Board Chair

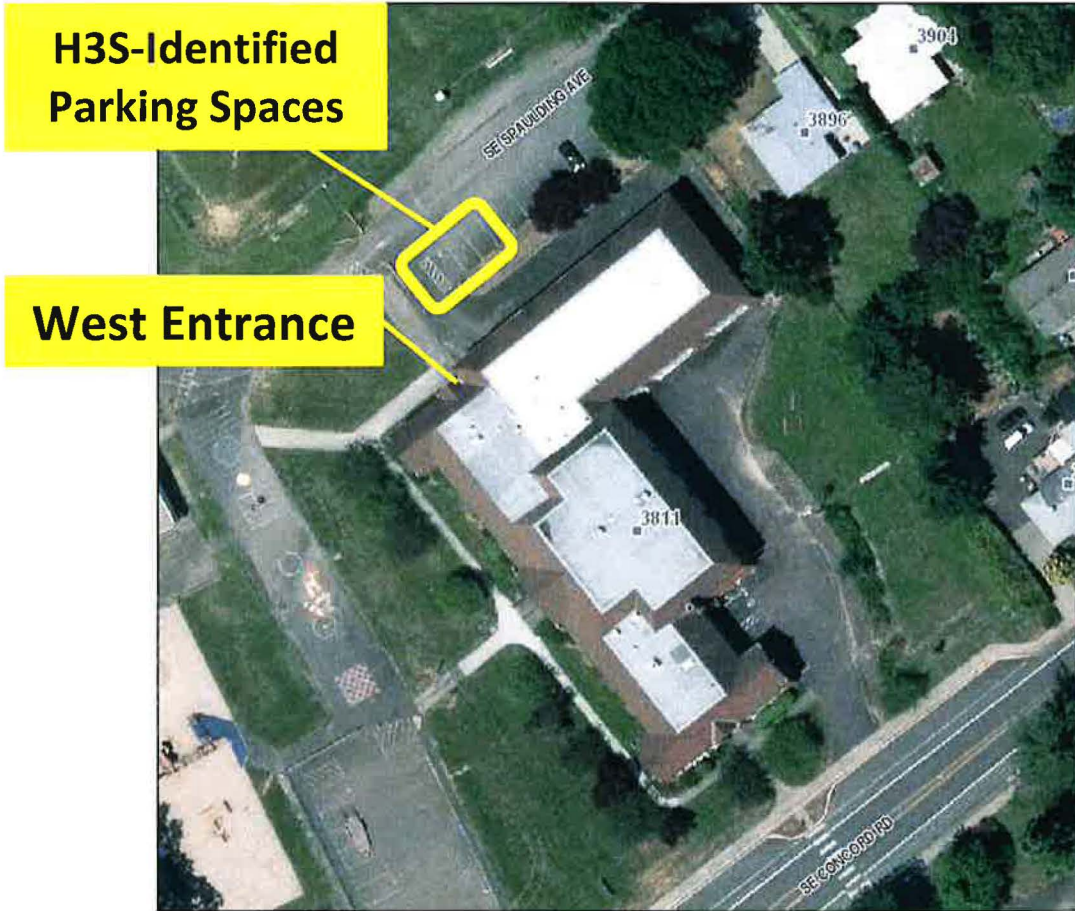
Jim Bernard
Board Chair

Date

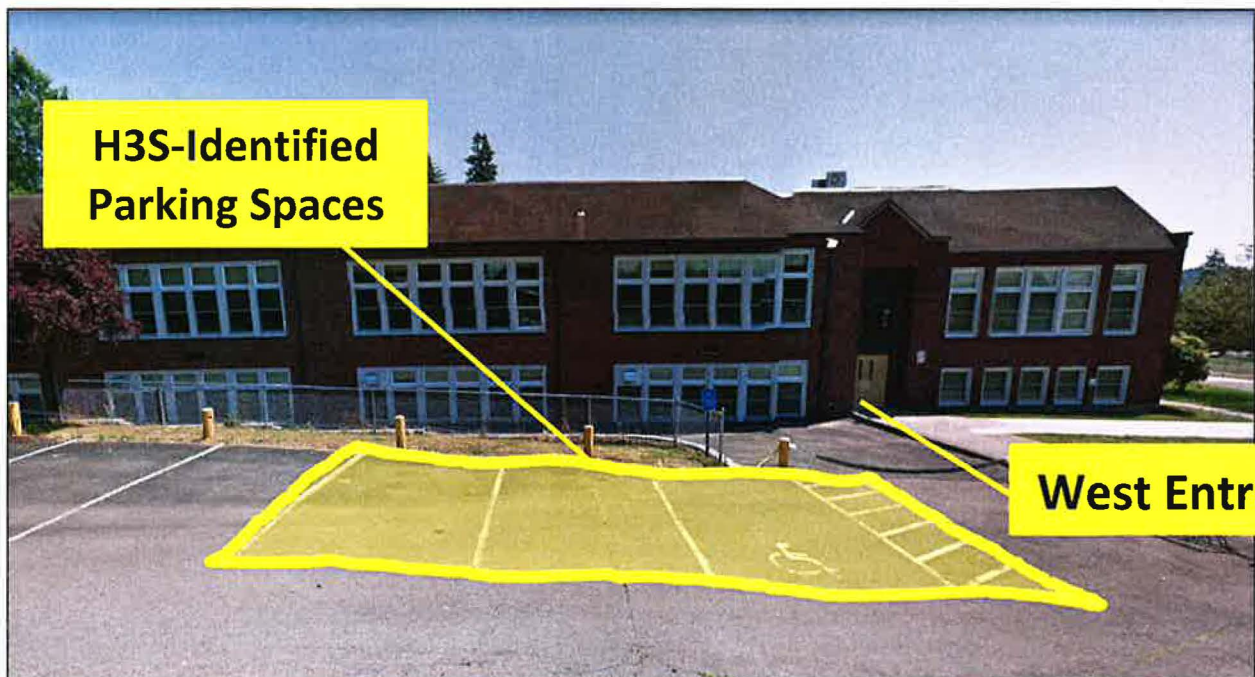
Date

ATTACHMENT A

Concord Property – Aerial View



West Entrance



October 4, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement#146873-2 with The State of Oregon, Department of Human Services, Seniors and People with Disabilities Division for the Provision of Non-medical Transportation for Medicaid Eligible, Case Managed Clients

Purpose/Outcomes	Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop and/or other appointments.
Dollar Amount and Fiscal Impact	Agreement total is \$390,000. The contract is funded through the agreements with State of Oregon, Dept. of Human Service (DHS). Program match provided by Elderly and Disabled Transportation Fund (STF) and Tri-County Metropolitan Transportation District of Oregon (Tri-Met).
Funding Source	State of Oregon, ODOT-STF and Tri-Met General funds. No County General Funds are involved
Duration	Effective October 1, 2014 and terminates on September 30, 2020
Previous Board Action	100214-A1
Strategic Plan Alignment	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 needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S# 6925

BACKGROUND:

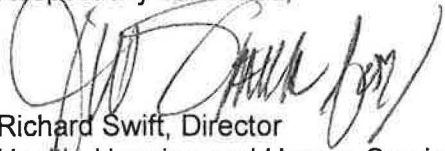
The Social Services Division of the Health, Housing, & Human Services department requests approval of Intergovernmental Agreement#146873, Amendment 2, with the State of Oregon, acting by and through its Department of Human Services, Adults and People with Disabilities (DHS-APD) Division for the provision of non-medical transportation for Medicaid eligible, case managed clients. This IGA provides funding for non-medical transportation services for Medicaid eligible clients of DHS-APD who have these services authorized by their DHS-APD case managers. The goal in providing these services is to assist Medicaid eligible residents to live independent lives for as long as possible. The required match is paid for through a separate contract with TriMet and is funded by Elderly and Disabled Transportation Fund (STF) funds.

This amendment extends the term of the agreement and adds \$150,000 for a new agreement maximum of \$390,000. No County General Funds are involved. This agreement was effective October 1, 2014 and now terminates on September 30, 2020.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written over a faint, illegible background.

Richard Swift, Director
Health, Housing and Human Services



Agreement Number 146873

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number **02** to Agreement Number **146873** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas, County of
by and through its Social Services
PO Box 2950
Oregon City, OR 97035
Attn: Stefanie Reid
Phone number: 503-655-8330
Fax number: 503-655-8889
Email: stefanierei@co.clackamas.or.us**

hereinafter referred to as "County."

1. Upon signature by all applicable parties, this Amendment shall be effective on the later of September 30, 2018 or when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.
2. The Agreement is hereby amended as follows:
 - a. Section **1. Effective Date and Duration** to change the expiration date from September 30, 2018 to September 30, 2020.
 - b. Section **3. Consideration** paragraph **a.** to change the not to exceed amount from \$240,000.00 to \$390,000.00.
 - c. **Exhibit B, Standard Terms and Conditions, Section 25.** "Notice" DHS address only, is amended as follows: Deleted language is ~~struck through~~ and new language is **underlined and bold**.

DHS: Office of Contracts & Procurement
~~250 Winter Street, Room 309~~635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

- d. September 30, 2018, **Exhibit D, “Federal Terms and Conditions”** is hereby superseded and restated in its entirety, as set forth in **Exhibit D, “Federal Terms and Conditions”**, 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, the County hereby certifies under penalty of perjury that:
- a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage, within 30 days of execution of this Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- b. The 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) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The 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 the County;
- c. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
- d. 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;

- e. 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>;
- f. 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/portal/public/SAM/>;
- g. 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.
- h. County Federal Employer Identification Number (FEIN) provided to DHS is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

5. Signatures.

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

Clackamas County

By:

_____	Richard Swift
Authorized Signature	Printed Name
Director; Health, Housing & Human Services Dept.	_____
Title	Date

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

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General	09/21/2018
Department of Justice	Date

EXHIBIT D

Federal Terms and Conditions

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

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, 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, the 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, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

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

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

9. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to DHS clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.
10. **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.).

11. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **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.
13. **Disclosure.**
 - a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed

care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 13. to DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

14. 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. The County agrees that it has been provided the following notice:

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

- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.