

**POLK COUNTY BOARD OF COMMISSIONERS**

**DATE:** January 17, 2024  
**TIME:** 9:00 a.m.  
**PLACE:** Polk County Courthouse, Dallas, Oregon

**THE LOCATION OF THIS MEETING IS ADA ACCESSIBLE. PLEASE ADVISE THE BOARD OF COMMISSIONERS AT (503-623-8173), AT LEAST 24 HOURS IN ADVANCE, OF ANY SPECIAL ACCOMMODATIONS NEEDED TO ATTEND OR TO PARTICIPATE IN THE MEETING VIRTUALLY.**

**PAGE:** **AGENDA ITEMS**

1. **CALL TO ORDER AND NOTE OF ATTENDANCE**
2. **ANNOUNCEMENTS**
  - (a) **Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.**
3. **COMMENTS (for items not on this agenda and limited to 3 minutes)**
4. **APPROVAL OF AGENDA**
5. **APPROVAL OF THE MINUTES FROM January 10, 2024**
6. **APPROVAL OF CONSENT CALENDAR**
7. **POLK COUNTY PUBLIC WORKS UPDATE – Todd Whitaker**

**CONSENT CALENDAR**

- (a) **Polk County Contract No. 24-03, The City of Salem  
(Mark Garton, Polk County Sheriff)**
- (b) **Polk County Contract No. 24-10, MWVCAA  
(Jennifer Segovia, Family & Community Outreach)**
- (c) **Polk County Contract No. 24-11, CAMI Grant Program  
(Aaron Felton, District Attorney)**
- (d) **Polk County Contract No. 24-12 (Amendment 9 to 19-127), Pacific Source  
Community Solutions  
(Rosana Warren, Behavioral Health)**

**THE BOARD OF COMMISSIONERS WILL MEET IN EXECUTIVE SESSION  
PURSUANT TO ORS 192.660.**

**ADJOURNMENT**

**POLK COUNTY BOARD OF COMMISSIONERS**  
**MINUTES January 10, 2024**

**1. CALL TO ORDER & ATTENDANCE**

At 9:00 a.m., Commissioner Pope declared the meeting of the Polk County Board of Commissioners to be in session. Commissioner Mordhorst and Commissioner Gordon were present.

Staff present: Greg Hansen, Administrative Officer  
Morgan Smith, County Counsel  
Matt Hawkins, Administrative Services Director

**2. ANNOUNCEMENTS**

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principle subjects anticipated to be considered. Pursuant to ORS 192.640, The Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.

**3. COMMENTS**

Carmen Sanders, Republican Party Rep, stated that she is here because she cares about our government and she wants to get more involved in these meetings.

**4. APPROVAL OF AGENDA**

**MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE AGENDA.**

**MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

**5. APPROVAL OF MINUTES OF BOARD MEETING OF January 3, 2024**

**MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF December 20, 2023.**

**MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

**6. APPROVAL OF CONSENT CALENDAR**

**MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE CONSENT CALENDAR.**

**MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.**

**7. LENGTH OF SERVICE AWARDS**

The Board of Commissioners and staff would like to recognize the following people for their length of service:

- Dean Bender, 20 years of service.

The following items were approved by Motion under **5. APPROVAL OF CONSENT CALENDAR:**

- (a) **Polk County Contract No. 24-01, Criminal Justice Commission  
(Jodi Merritt, Community Corrections Director)**
- (b) **Polk County Contract No. 24-04, Salem Health West Valley  
(Rosana Warren, Behavioral Health)**

There no need for an executive session and Commissioner Pope adjourned the meeting at 9:03 a.m.

**POLK COUNTY BOARD OF COMMISSIONERS**

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Craig Pope, Chair

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Jeremy Gordon, Commissioner

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Lyle Mordhorst, Commissioner

**PCPW  
2023  
ANNUAL  
REPORT**





## Polk County Public Works

820 SW Ash St.  
Dallas, OR 97338  
Ph: (503) 623-9287  
Fax: (503) 623-0897  
<https://www.co.polk.or.us/pw>

### Office Hours:

Monday - Friday  
8:00 a.m. - 5:00 p.m.  
(Closed for Lunch 12-1)

### After Hours Emergency:

To report an  
after-hours emergency,  
Call (503) 510-1509

# Polk County Public Works 2023 Annual Report

Questions and/or comments about this report should be directed to Heather Chase, Public Works Administrative Services Manager, at (503) 623-9287 or [chase.heather@co.polk.or.us](mailto:chase.heather@co.polk.or.us).

#### ***Title VI and Americans with Disabilities Act (ADA) Information:***

*It is Polk County's policy to assure that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, as amended, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any County sponsored program or activity. For additional questions regarding Polk County's Title VI Policies, or for interpreter or translation services for non-English speakers, or otherwise making materials available in an alternate format, contact Heather Chase, Public Works Administrative Services Manager, at (503) 623-9287 or [chase.heather@co.polk.or.us](mailto:chase.heather@co.polk.or.us). Hearing/speech impaired may call 711.*

# Message from the Director

The men and women of Polk County's Public Works Department are dedicated to providing the essential services needed to ensure that the nearly 500 miles of roads, 122 bridges, and over 330 pieces of equipment and vehicles within our care are designed, built, maintained and repaired to support the high quality transportation system Polk County residents and businesses expect and deserve.

Polk County is ranked 12th for population growth among other Oregon counties, steadily increasing by over 6 percent between 2020 and 2022 according to Portland State University. With this rapid growth, Public Works staff prioritize projects that have the largest preservation benefit, while continuing to provide improved safety and needed infrastructure that will be effective for years to come with proper maintenance.

Additionally, partnerships with other County departments, non-government organizations, cities, the state, federal, tribal and local agencies are important because they enable us to pool our resources and work collaboratively for the region. Together, these approaches help us efficiently utilize funds and stretch our resources.

The members of the Polk County Public Works Department are proud to serve you, and I am fortunate to have the opportunity to lead such a talented and dedicated team in their efforts. We hope you find this annual report interesting and helpful as it summarizes the projects, services, and accomplishments that were provided by Public Works in 2023. If you have questions regarding the services being provided, comments or suggestions for changes, or just want to let us know how we are doing, please contact me at (503) 623-9287.

Sincerely,



Todd Whitaker, PE  
Public Works Director

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**BOARD OF COMMISSIONERS**  
*Craig Pope*  
*Jeremy Gordon*  
*Lyle Mordhorst*

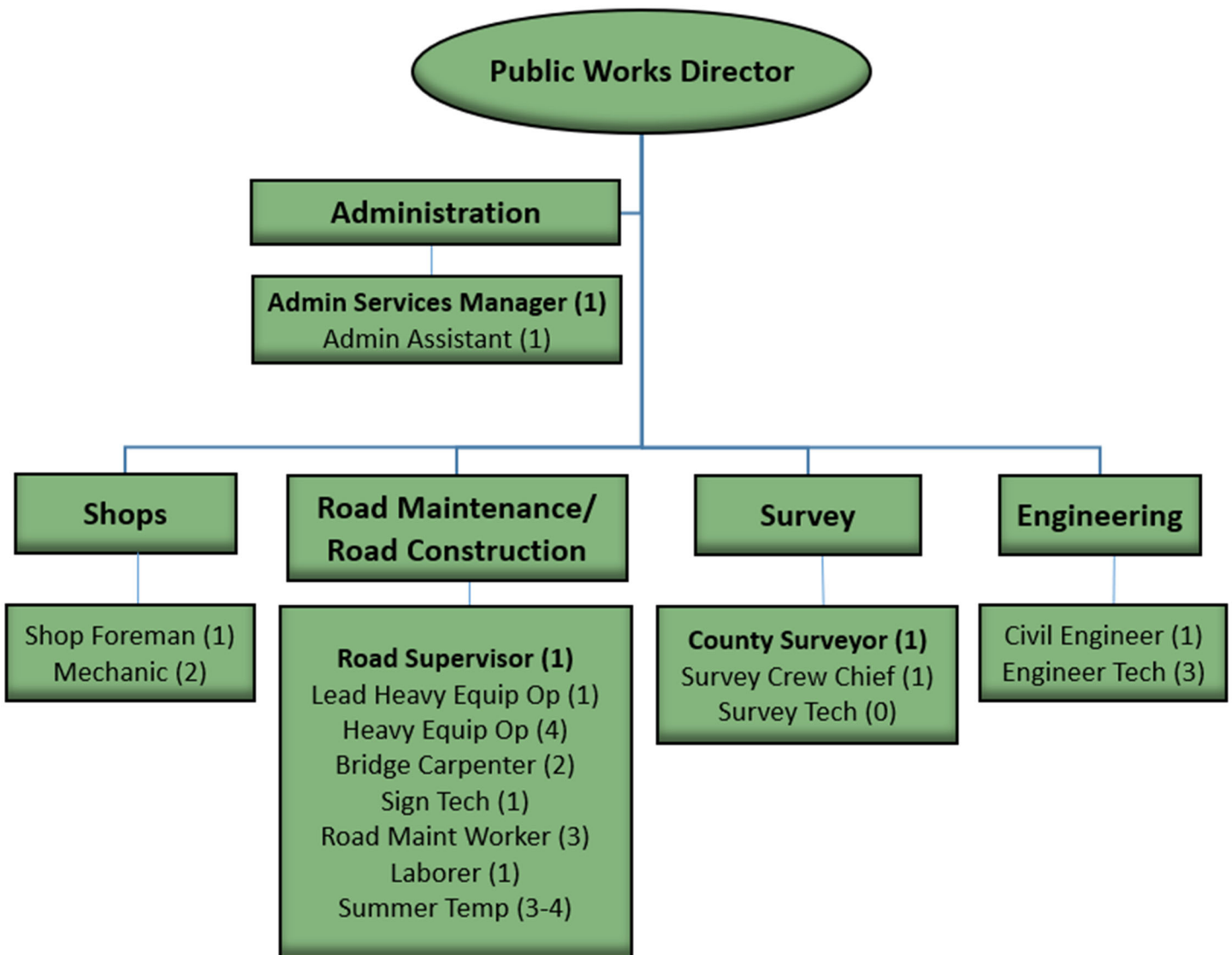
*Greg Hansen, Admin Officer*  
*Morgan Smith, County Counsel*

# Organizational Chart

The Polk County Public Works Department provides a wide variety of services. The Department is divided into six (6) divisions:

- Administration
- Shops
- Road Maintenance
- Road Construction
- Engineering
- Surveying

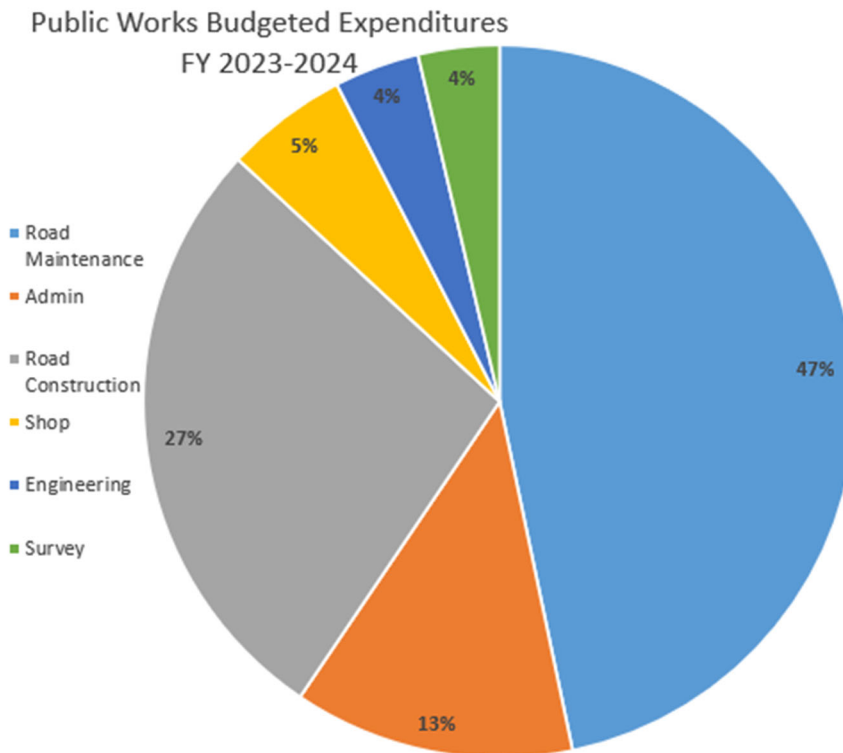
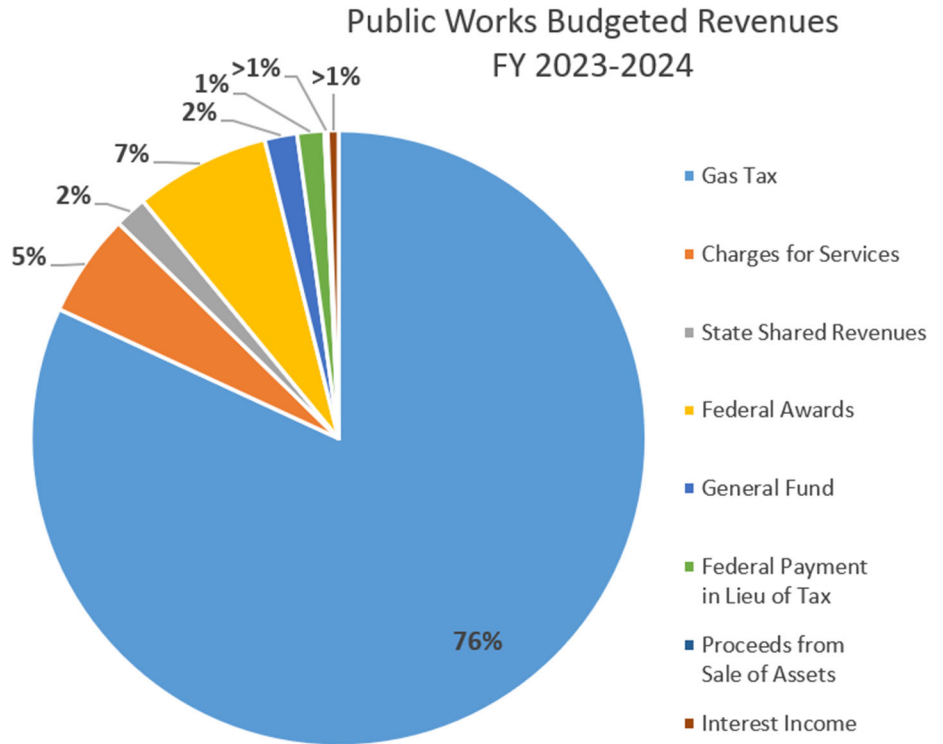
These divisions work together to coordinate services and to enhance the quality of life to our residents, businesses and visitors by providing safe, reliable and effective service consistent with the expectations of the community.



# Public Works Funding

Public Works is primarily funded by State Gas taxes. These funds are used for the road construction, planning, maintenance, and operations of the unincorporated road network. State Gas Taxes are separate from the Polk County General Fund, which is funded by Property Taxes.

In addition to gas tax funding streams, the department also actively seeks funding through federal, state, and local grants. These additional funding sources are vital to leveraging tax dollars and service charges in order to complete projects and continue necessary programs.



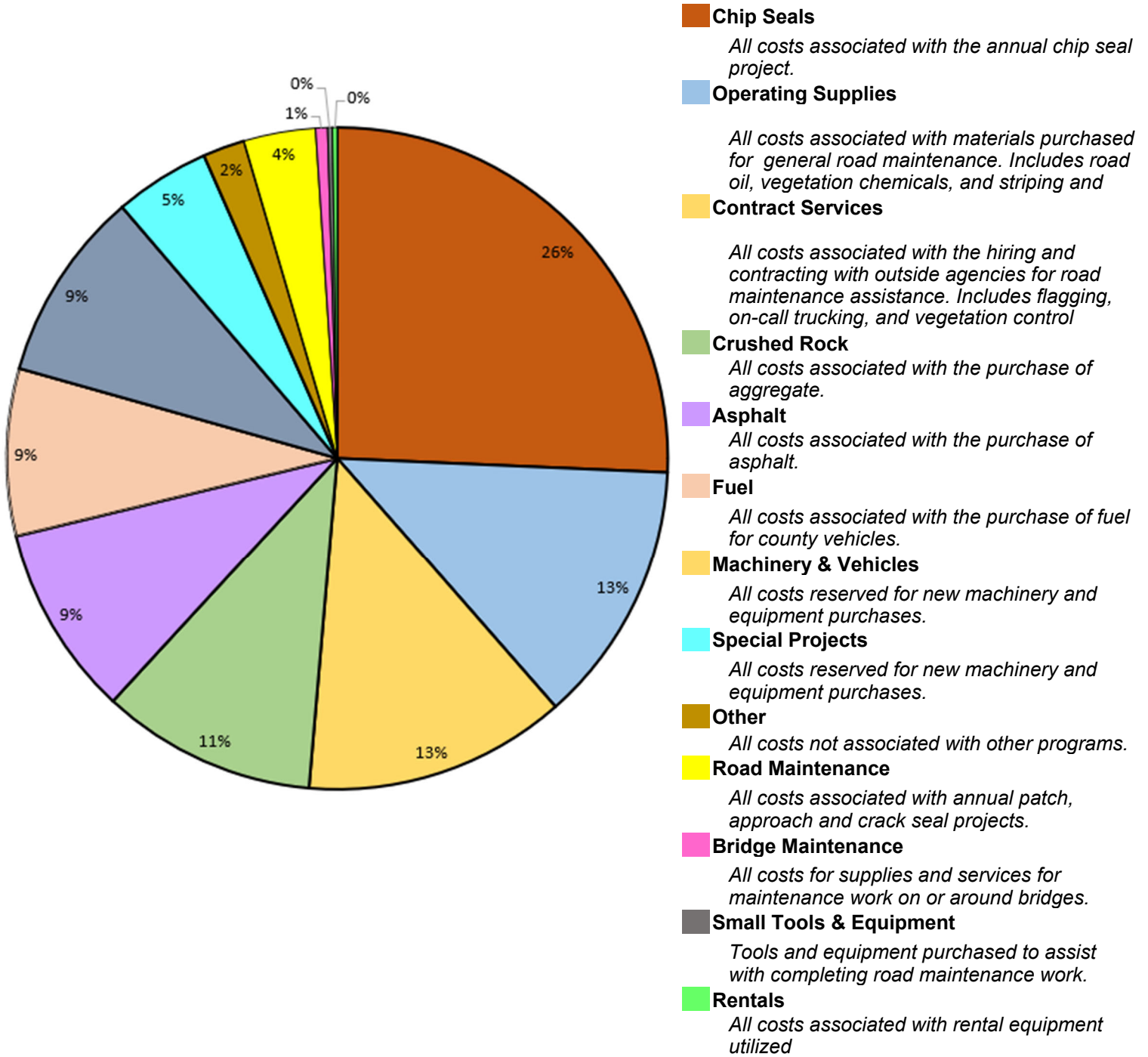
For Fiscal Year 23-24 our projected beginning fund balance was approximately \$5.7M, bringing the proposed Public Works Budget to just under \$17M.

With set annual budgets and utilization of grants, the department believes its long-term financial outlook is sustainable and able to keep up with the growth of the community.



# Public Works Funding (*continued*)

The Road Maintenance budget is the largest budget within Public Works. Below is a breakdown of the Materials & Services budgeted for FY 2023-2024.



# Administration

Polk County Public Works Administration staff are the first point of contact when citizens contact the Public Works Department. It is their job to assure that the needs of Polk County's citizens are addressed in a helpful and efficient manner. They are here to assist with questions, complaints and permitting needs, to help schedule meetings and send out notifications to the public. If they can't help, they will direct you to the people who can. Whether you contact the department by phone, write a letter or e-mail, or walk in the door, our Administrative staff are here to help you.

In addition to providing excellent customer service to the public, Public Works Administration provides department-wide administrative support. They administer the budget and contracts for the department, perform all accounts payable and receivable functions, manage personnel/time records for the department, track all work performed on County roads and equipment, and manage the Adopt-A-Road Program, Special Event Permitting, Motor Carrier Permitting, Private Maintenance Agreements, and Tourism and Directional Sign applications.



## Shops

The County operates a variety of over 330 types of vehicles and equipment including passenger vehicles, patrol vehicles, pick-ups, large trucks, heavy equipment, Marine Patrol and Search and Rescue vehicles, various types of trailers, mowers, welders, compressors, and generators. Polk County Public Works Shops staff are responsible for the maintenance, repair, purchase and disposal of these vehicles and equipment.

The County Shops staff is trained and licensed to certify all vehicles in the fleet meet DOT standards and pass inspections. It is the goal of this division to provide the necessary service and repair of all County owned equipment in a manner which is competitive with outside service alternatives.

The Shops staff also assist in the purchase and specification process when replacing capital equipment for the Public Works Department. In 2023, the Public Works equipment purchases included:

- ◇ Energreen Brusher w/ multiple attachment heads.
- ◇ 5-Yard Sander Truck



# Engineering

Public Works Engineering division is responsible for a variety of duties, including all facets of design, construction, maintenance, and management of County owned transportation facilities for the benefit of the traveling public.

Engineering provides the following services:

- Planning, design and administration of the construction of construction projects.
- Advertising and bidding on construction projects.
- Project documentation and record keeping.
- Preparation of grant applications and administration of federal and state grants.
- Review, inspection and approval of all work performed within the right of way.
- Management of infrastructure inventory and status of conditions.
- Plan review for new construction.
- Respond to general traffic requests and speed concerns, perform traffic counts, speed studies, and accident frequency analysis as needed.
- Management of the County's sign, striping and bridge maintenance projects.
- Maintain traffic databases and accident investigation records.
- Construction Permitting in Right-of-Way.

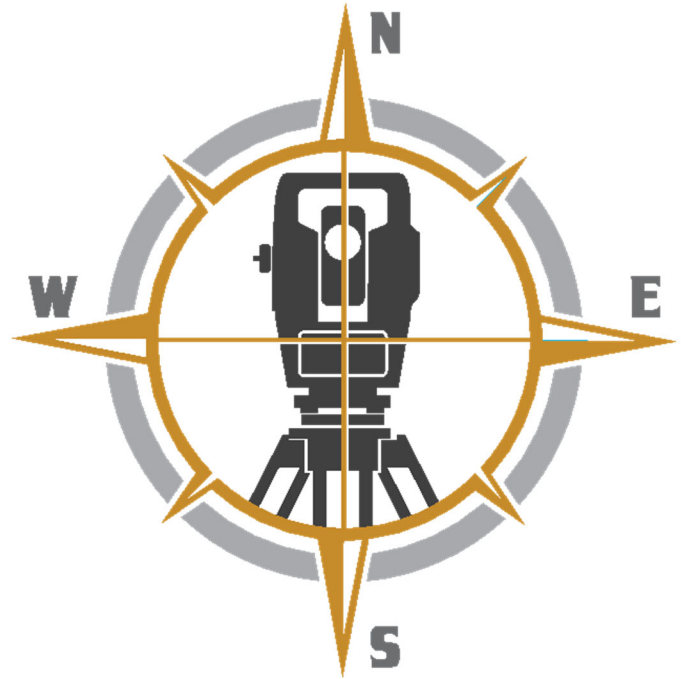


# Survey

**The County Surveyor's Office is responsible for maintaining accurate land survey records for Polk County.**

## **WHAT THE SURVEY DIVISION DOES:**

- Review subdivision maps, Records of Survey and Corner Records for compliance with Oregon statutes and County requirements, mathematical accuracy, visual clarity, easements, encroachments and other potential issues, then add them to the survey records.
- Maintain records and indexes of survey related documents as required by state law.
- Provide survey related information to the public.
- Provide survey monument preservation research for County capital improvement projects.
- Provide Right-of-Way information for the Public Works Department.
- Maintain list of publicly maintained roads.
- Right-of-Way Acquisition.
- Road Downgrades/Vacations.
- Public Land Corner Preservation



## **WHAT THE SURVEY DIVISION DOESN'T DO:**

- Surveys for private property owners.
- Recommend private surveyors.

# Road Maintenance

The Polk County Public Works Road Maintenance Division maintains approximately 500 miles of paved and gravel roadways, over 120 bridges, and over 5900 culverts. When fully staffed, there are 13 permanent full-time Road Maintenance staff, which is an equivalent of 39 miles of road, as well as 9 bridges maintained, per Road Worker.

Within Polk County there are city and state roads that are out of our jurisdiction and maintained by their own governing agency. The Road Construction Division is reserved for building new roads, converting gravel roads to paved roads, and special projects, like bridge replacements.



Road Crew members prepping a road approach for paving.

Erosion prevention project around a the base of a Polk County bridge.



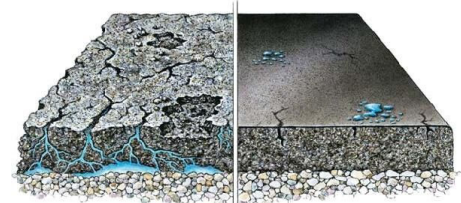
Road maintenance duties include:

- Repairs to the road surface
- Checking and repairing bridges
- Striping pavement
- Sign maintenance and repair
- Controlling vegetation
- Cleaning and maintaining drainage ditches
- Hauling, placing, and grading rock
- Plowing and de-icing
- Emergency response

**The Road Maintenance Division makes it possible for the public to travel safely and conveniently to work, school, and play,**

**without worrying about the roads that take them to their destinations.**

# Chip Seal Program



Asphalt Chip Seal Before/After

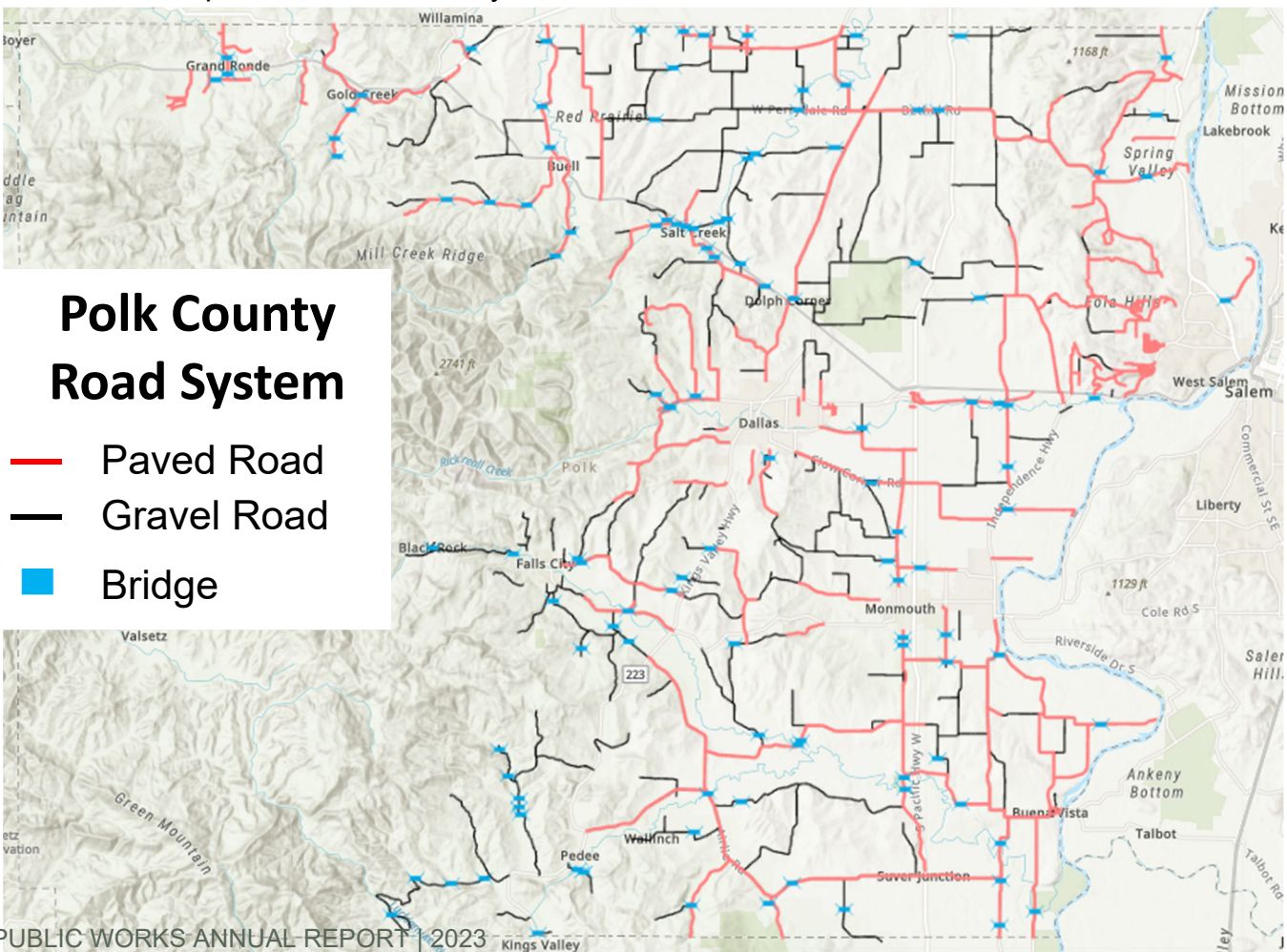
Between 2006 and 2008 Polk County paved approximately 180 miles of County roads as part of the road bond approved by taxpayers. Beginning in 2012, Polk County began a chip sealing program to protect this investment.



Road Crew members operating Chip Spreader

Chip Sealing is the application of emulsified asphalt and a new layer of gravel on the paved surface. Chip sealing is a key part of Polk County's preservation and preventative maintenance program to maximize the life of these paved roads and to protect the public investment in the most cost-effective manner. The treatment extends the life of each road by seven to ten years and provides a new sealed surface, at a fraction of the cost of a standard asphalt overlay.

Since 2012, the County has chip sealed over 260 miles of paved roads. Including 36.16 miles completed in 2023. Summer 2024, Polk County will be completing our annual Chip Seal Project on approximately 29.06 miles focused in the northeast quadrant of the County.



## Polk County Road System

- Paved Road
- Gravel Road
- Bridge

# 2023 Highlights



- 101 Service Requests Completed
- 848 Over Dimension Permits Issued
- 88 Access Permit Apps Reviewed
- 304 Work in ROW Permits Issued
- 88 Private Maintenance Agreements
- 5 Special Event Permits Processed

- 2 Adopt a Road Events
- 84 Dust Control Permits Processed
- 55 Records of Surveys Filed
- 23 Partition Plats Filed
- 4 Subdivision Plats Filed
- 74 Corner Restorations

## **COMPLETED:** Grand Ronde Rd. Reconstruction

Grand Ronde Rd. N received a full depth reconstruction during the summer of 2023. Civil West Engineering services developed the plans and oversaw the construction along with Polk County staff. K&E Excavation was the winning bidder for the construction, and the project was delivered on time and under budget.

Yamhill County Public Works reimbursed Polk County for costs incurred on the portion of Grand Ronde Rd. located within Yamhill Co, and the Confederated Tribes of Grand Ronde reimbursed the County for 50% of construction and engineering costs as well.

Kudos to all involved for a smooth running project and an even smoother driving road surface!

# Upcoming Projects...

## 2024 and Beyond

- ◇ **Federal Land Access Program (FLAP):** In partnership with the City of Falls City, this grant project will widen the road surface and pave Black Rock Rd. from Mitchell St. to MP 0.45 in the summer of 2024.
- ◇ **Safe Routes to Schools (SRTS) - \$880,071:** In partnership with the City of Independence, this grant provided by ODOT, will construct continuous sidewalks and bike lanes along Hoffman Rd. and Gun Club Rd., as well as crosswalk improvements on Gun Club Rd. at Marigold. Bidding was in January of 2024 and construction is anticipated in summer 2024.

### *But wait.... there's more:*

- ◇ Eagle Crest Legalization/Widening
- ◇ Gooseneck Rd. Culvert Replacement
- ◇ Approach and Patch Paving Projects
- ◇ State Farm Bridge Removal
- ◇ Clow/Riddell Intersection Warning Signs
- ◇ Nesmith Park Erosion Control Project
- ◇ Downgrades/Vacations
- ◇ Traffic ADT Count Program Rebuild
- ◇ James Howe Jurisdictional Transfer
- ◇ Horizontal Curve Warning Sign Upgrade (Countywide)
- ◇ West Salem Control Project

## State Coordinated Projects

**In addition to the Polk County - managed projects, Public Works is actively involved in and/or monitoring the following State projects as identified in the current 24-27 Statewide Transportation Improvement Plan (STIP) and those currently under construction:**

- ◇ K13188 - OR22: Rickreall Road to Doaks Ferry Road NW
- ◇ K21566 - OR22: Perrydale Rd. to Kings Valley Highway
- ◇ K22656 - Luckiamute River, Helmick Rd. Bridge
- ◇ K22692 - Polk County Striping & Marking Improvements
- ◇ K22708 - OR99W at Bethel Rd.
- ◇ K13188 - OR22: Rickreall to Doaks Ferry Rd. NW
- ◇ K18854 - OR18: Fort Hill Road to AR Ford Rd
- ◇ K20804 - Mitchell St/Black Rock Rd Reconstruction FLAP
- ◇ K21374 - OR99W: Orrs Corner Rd to Clow Corner Rd.
- ◇ K21566 - OR 22: Perrydale Road to Kings Valley Highway





Polk County continues to be recognized as having one of the *HIGHEST* Pavement Condition Index (PCI) scores out of the 36 Oregon Counties.

In an email dated September 25, 2023 from Joel Condor, Senior Project manager for Capital Asset & Pavement Services to Public Works Director Todd Whitaker, Mr. Condor writes:

*Good morning Todd,*

*Just wanted to reach out to you this morning and let you know we finished your pavement ratings last Friday. I also wanted to let you know that I have been rating pavements since 1989 (34 years), and have never seen an entire road system in that good of a condition.*

*I know we were involved in getting that road bond passed many years ago that addressed most of the county's pavement needs. What I was most impressed with was your ability to maintain it at such a high level.*

*Your chip seal program was spot on from the quality of the aggregate to the proper oil shot rate. The rock retention is amazing as well as the proper fog seal placement. All-in-all your chip seal program has a great looking, and riding finished product that you should be very proud of.*

*I have never written an email like this before and most likely never will compliment someone on the condition of their entire road network. Kudos to you Todd and your road department staff for having by far and away the best road network in the entire state.*

*Keep up the great work,  
Joel Condor*

In response to this accolade, at their meeting on November 29, 2023, the Polk County Board of Commissioners presented Todd Whitaker and the Public Works Department with a framed certificate and commended them on their great work!

# Critical Records Support Services Agreement

This Critical Records Support Services Agreement (hereinafter “AGREEMENT”) is entered into by and between

**POLK COUNTY SHERIFF’S OFFICE**  
an Oregon County Sheriff’s Office, (hereinafter “USER”)

and

**THE CITY OF SALEM,**  
an Oregon municipal corporation,  
(hereinafter “CITY”)

## **RECITALS:**

1. The purpose of this Agreement is for CITY to provide to USER critical, time-sensitive records support services after regular business hours to allow for the efficient processing of information into and out of the Law Enforcement Database System (LEDS) and the National Crime Information Center (NCIC).
2. If the parties have separately entered into an agreement titled “9-1-1 EMERGENCY REPORTING SYSTEM SERVICES AGREEMENT,” or similar agreement, the purpose of this Agreement and the service provided for herein are separate and distinct from the purpose and services provided for in the 9-1-1 EMERGENCY REPORTING SYSTEM SERVICES AGREEMENT, or similar agreement. Nothing in this Agreement is intended to modify terms and conditions of the 9-1-1 EMERGENCY REPORTING SYSTEM SERVICES AGREEMENT, or similar agreement.
3. This Agreement is entered into pursuant to Oregon Revised Statutes (ORS) Chapter 190.

**NOW THEREFORE, IN CONSIDERATION** of the mutual benefits and obligations set forth herein, the Parties hereby agree as follows:

## **1. USER’S OBLIGATIONS:**

- 1.1** USER requests Critical Records Support Services from CITY on Weekends, on Holidays, after Regular Business Hours on weekdays, and during closures of USER’s law enforcement records section due to events outside USER’s control (e.g., extreme weather events and natural disasters), to allow for the efficient and timely entry of information into LEDS and NCIC. For the purposes of this Agreement, “Regular Business Hours” means 0800 to 1700 Monday through Friday, “Weekends” means Saturday and Sunday, and “Holidays” means the following eleven (11) days each calendar year, at a minimum:

New Year's Day - January 1

Martin Luther King, Jr. Day - third Monday in January

Presidents Day - third Monday in February

Memorial Day - last Monday in May

Juneteenth - June 19

Independence Day - July 4

Labor Day - first Monday in September

Veterans' Day - November 11

Thanksgiving Day - fourth Thursday in November

Friday after Thanksgiving Day

Christmas Day - December 25

- 1.2** USER shall provide for its Critical Records Support Services during Regular Business Hours.
- 1.3** USER shall provide to CITY all information deemed necessary by CITY for CITY to complete Critical Records Support Services pursuant to this Agreement. Said information shall be provided to CITY via Computer-Aided Dispatch (CAD) tools, Law Enforcement Database Systems (LEDS) teletypes, direct contact via dispatch, telephone, or as otherwise mutually agreed to by the Parties.
- 1.4** USER is responsible for complying with all court orders, laws and regulations relating to its records.
- 1.5** USER is responsible for maintaining and controlling all of USER'S public records as required under state law including, but not limited to, the provisions of Oregon Revised Statutes (ORS) Chapter 192. USER warrants and represents that the CITY is not USER'S agent for purposes of ORS Chapter 192, and USER specifically maintains the duties to create, maintain, care for and control all of USER'S public records as required by ORS Chapter 192. Nothing in this Agreement shall be interpreted as limiting CITY's authority to comply with the provisions of Oregon's Public Records laws contained in ORS Chapter 192.
- 1.6** USER shall pay an annual fee for Critical Records Support Services under this Agreement ("Annual User Fee").
  - a. The Annual User Fee will be USER'S proportionate share of the total burden cost of 1.0 Full Time Employee Records Technician for CITY. USER'S proportionate share will be determined by using a weighted averages model. Weighting is based upon two factors:
    - i. Agency Size; and
    - ii. Previous Year Usage.
  - b. Agency Size (60%)
    - i. Agency size is the number of USER'S authorized sworn officer positions, regardless of whether a position is filled.

- ii. Agency size will be assessed annually. USER shall report to CITY the number of USER'S authorized sworn officer positions as of June 30<sup>th</sup> of the most recent completed fiscal year. USER shall report this number to CITY no later than February 28th annually.
  - iii. Weighting for the agency size factor is sixty percent (60%). By way of example only, if USER has forty (40) authorized sworn officer positions as of June 30<sup>th</sup> of the most recent completed fiscal year, USER'S agency size weighting is twenty-four (24)(40 x .60 = 24).
- c. Previous Year Usage (40%)
  - i. Previous Year Usage is the number of requests for Critical Records Support Services made by USER in the previous calendar year.
  - ii. Requests for Critical Records Support Services will be tracked by CITY and reported to USER by City of Salem's Records department.
  - iii. Weighting for the previous year usage factor is forty percent (40%). By way of example only, if USER made two-hundred and eighty-five (285) Critical Records Support Services requests in the previous calendar year, USER'S previous year usage weighting is one-hundred and fourteen (114)(285 x .40 = 114).
- d. USER'S agency size weighting will be added to USER'S previous year usage weighting to determine USER'S total weighted average. USER'S total weighted average will then be divided by the sum of the total weighted averages for all USER agency's which have entered into a similar Critical Records Support Services Agreement to determine the percentage of the Police Records Technician full burden rate USER shall be responsible for, which shall be USER'S Annual User Fee for that fiscal year. The percentage shall be rounded to the nearest one-hundredth percent. By way of example only, if USER'S agency size weighting is twenty-four (24) and USER's previous year usage weighting is (114), USER'S total weighted average is one-hundred and thirty-eight (138)(24 + 114 = 138). If the sum of the total weighted averages for all User agencies with similar Records Support Services Agreements is one-thousand eighty and eight-tenths (1080.80), USER'S total weighted average percentage is twelve and seventy-seven one-hundredths percent (12.77%)(138 ÷ 1080.80 = 12.77%). If the total burden rate for the Police Records Technician is one-hundred thousand dollars (\$100,000.00), USER'S Annual User Fee for the fiscal year would be twelve-thousand seven-hundred and sixty-eight dollars and thirty-two cents (\$12,768.32)(\$100,000.00 x 12.77% = \$12,768.32).
- e. The current total burdened cost of 1.0 FTE Police Records Technician is \$100,000. This is subject to change, based on multiple factors, including but not limited to, pay increases, cost of living adjustments (COLA), and benefit cost increases, that are reassessed annually.

- f. USER'S Annual User Fee will be determined and reported to USER no later than March 31<sup>st</sup>.
- g. USER will be billed their Annual User Fee in equal quarterly installments (July, October, January, April). Fees shall be due upon receipt and shall be paid in full within thirty (30) calendar days of the invoice date.

## **2. CITY'S OBLIGATIONS:**

**2.1** CITY will provide Critical Records Support Services for USER after Regular Business Hours, on Holidays, on Weekends, and during closures of USER's law enforcement records section due to events outside USER's control. For the purposes of this Agreement, "Critical Records Support Services" means key LEADS/NCIC functions of a time-sensitive nature. Such LEADS functions may include:

- LEADS/NCIC Entries (Creating LEADS/NCIC Records)
  - Missing Person
  - Vehicles (Stolen, Impounded)
  - Articles (aka Stolen Property)
  - Private Property Impound (PPI) Tow
  - Guns
  - Repossession
- LEADS/NCIC Clearances (Clearing or Cancelling LEADS/NCIC Records) – including requesting, facilitating, or sending Confirmations, Locates, and Recovery Information
  - Missing Persons
  - Guns
  - Vehicles
  - Articles (aka Property)
- Arrest Warrant Being Served (LEADS Audit Documents) – including requesting, facilitating or sending Confirmations and Locates, as needed based on operating standards of USER.
  - Confirmations/Requests for Confirmations
  - Locates
  - Clearing
- Send Administrative Messages
  - Death Notifications
  - Be On The Lookout (aka BOLO)
  - Attempt To Locate (ATL)

**2.2** USER understands that CITY does not and will not maintain arrest warrants for any entity other than the Salem Municipal Court and temporary felony warrants for the

Salem Police Department. CITY will not provide warrant Confirmations or warrant Clearing for any arrest warrants not held by CITY.

- 2.3 CITY will not provide any Critical Records Support Service which CITY, in its sole determination, is prohibited from providing pursuant to any applicable law, rule, policy, and regulation, including but not limited to, applicable LEADS/NCIC agreements, rules, regulations and user manuals.
- 2.4 What constitutes Critical Records Support Services under this Agreement shall be the sole discretion of the CITY, however, CITY will provide the services listed in section 2.1 as Critical Records Support Services except as otherwise provided in this Agreement. CITY will consider LEADS reporting criteria of time-sensitive information in determining what is Critical Records Support Services under this Agreement.
- 2.5 USER will be responsible for all LEADS reporting functions determined by CITY to be not time-sensitive and therefore not part of Critical Records Support Services.
- 2.6 USER will be responsible for completing all LEADS reporting functions determined by CITY to be a Critical Records Support Service, but which could not be completed by CITY during the Weekend, Holiday, or after Regular Business Hours period that the LEADS report function was started during.

### **3. GENERAL PROVISIONS:**

- 3.1 **INDEMNIFICATION.** Subject to the limitations imposed by the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), each Party agrees to indemnify the other from each and every claim related to or arising out of this Agreement which the indemnitor would be legally liable to pay if: (a) a claim asserting the same loss or injury were made directly against the indemnitor, whether or not such a direct claim is actually made, and (b) the loss or injury sustained by the claimant resulted from the acts, errors, or omissions of the indemnitor or those for whose actions the indemnitor is legally responsible. This mutual right to indemnity is in addition to and not in lieu of any other right of contribution or indemnity which may exist in favor of either party under Oregon law; the right to indemnity extends to the officers, employees, agents, and volunteers of the indemnified party for claims made against them because of their actions or capacity as such. "Indemnify" as used herein means to indemnify, defend, save, and hold harmless.
- 3.2 **NO AGENCY.** Neither Party, nor the officers, employees, agents, or volunteers of either Party are employees or agents of the other. Each Party shall be separately and exclusively responsible for the acts, errors, and omissions of its own officers, employees, agents, and volunteers except to the extent provided under the indemnity and insurance provisions of this Agreement.
- 3.3 **WORKERS' COMPENSATION.** All employers, including CITY and USER, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.

- 3.4 INSURANCE.** USER agrees to obtain and maintain in full force at all times during the term of this Agreement, a policy of general liability insurance with liability limits of at least three million dollars (\$3,000,000.00). Each policy of such insurance shall be on a “per occurrence” basis and not on a “claims made” basis and shall list as additional insured “the City of Salem, Oregon, its officers, agents, employees, and volunteers” with respect to any claims arising out of this Agreement. USER, as a government body, may fulfill the insurance obligations listed above through a program of self-insurance, provided that such self-insurance program complies with all applicable laws and provides insurance coverage equivalent to both type and level of coverage to that listed above.
- 3.5 COMPLIANCE WITH APPLICABLE LAWS.** Each party shall comply with all applicable federal, state and local laws, rules and regulations, including the provisions of ORS 279B.220, 279B.230, and 279B.235, which are incorporated herein by this reference.
- 3.6 NONDISCRIMINATION.** Each party agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.
- 3.7 GOVERNING LAW; INTERPRETATION; VENUE.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under the Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case venue shall be in the federal district court for the district of Oregon, Eugene division. The Parties expressly waive any and all rights to maintain an action under the Agreement in any other venue and expressly consent that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate the choice of venue in this paragraph.
- 3.8 UNENFORCEABLE PROVISIONS.** In the event any subsection or provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such subsection or provision shall not affect the other subsections or provisions, but such unenforceable subsection or provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of the parties as set forth in this Agreement. The balance of this Agreement shall remain in full force and effect.
- 3.9 FORCE MAJEURE.** Neither Party is responsible for any failure to perform or any delay in performance of any obligation under this Agreement caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond that Party’s reasonable control.
- 3.10 NO THIRD PARTY BENEFICIARIES.** CITY and USER are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

**3.11 RULE OF CONSTRUCTION.** Both parties acknowledge and affirm they are each represented by or have sought the advice of legal counsel in connection with this Agreement and the work contemplated hereby, and have read, understand and are fully informed of the contents of this Agreement and the legal consequences thereof, and that by the parties signatures hereon, acknowledge and affirm that the terms of this Agreement shall not be construed against either party as a drafter hereof.

**3.12 WAIVER. WAIVER OF BREACH.** One or more waivers or failures to object by either Party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

**3.13 ENTIRE AGREEMENT.** This Agreement embodies the full and complete understanding of the Parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the Parties, whether written or oral, respecting the subject matter hereof.

**3.14 NOTICES.** Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other Party by personal delivery; by sending via a reputable commercial overnight courier; or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

If to the CITY:

Chief of Police  
City of Salem  
333 Division Street NE  
Salem, Oregon 97301

If to USER:

Sheriff  
Polk County  
850 Main Street, Room 106  
Dallas, Oregon 97338

With a copy to:

City Attorney  
City of Salem  
555 Liberty Street SE / Room 225  
Salem, OR 97301

Notice delivered by personal delivery shall be deemed to be given upon actual receipt. Notice sent by overnight courier shall be deemed to be give five (5) days after dispatch. Any notice sent by United States mail shall be deemed to be given five (5) days after mailing. If the deadline under this Agreement for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline shall be deemed extended to the next business day.

**3.15 AMENDMENTS.** This Agreement may not be modified or amended except by mutual agreement of the Parties. No modification or amendment of any provision of this Agreement shall be valid or binding unless the modification or amendment is in writing and signed by both Parties. amended only by a written amendment to the Agreement, executed by the Parties.



**3.16 COUNTERPARTS.** This agreement may be executed in two or more counterparts (by facsimile or otherwise) all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories on the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**3.17 ELECTRONIC SIGNATURES.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments thereto, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and may be relied on by the Parties. CITY reserves the right at any time to require the submission of the hard copy originals of any documents.

**3.18 REPRESENTATION REGARDING AUTHORITY TO SIGN.** Each Party certifies and represents that each individual signing this Agreement on behalf of the Party has been authorized to enter into and execute this Agreement on behalf of that Party, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind that Party.

#### **4. TERM AND TERMINATION**

**4.1** Unless sooner terminated as provided in subsections 4.2 and 4.3 below, this Agreement shall be effective upon the date of the last signature set forth below and shall continue in full force and effect until June 30, 2028. This Agreement shall automatically renew for subsequent one-year periods thereafter unless and until terminated as provided in this Agreement.

**4.2** CITY and USER may terminate this Agreement by mutual written agreement at any time.

**4.3** Either Party may terminate this Agreement, with or without cause, effective July 1<sup>st</sup> of a calendar year following written notice by the Party of its intent to terminate this Agreement. Such written notice of intent to so terminate this Agreement must be given not less than two hundred and seventy (270) days prior to July 1<sup>st</sup> of the calendar year in which the termination of this Agreement is to be effective.

**4.4** CITY may terminate this Agreement effective upon delivery of written notice to USER or at such later date as may be established by CITY, under any of the following conditions:

1. If USER fails to perform any of its obligations under the provisions of this Agreement or so fails to fulfill its obligations in a timely manner such as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from CITY fails to correct such failures within ten (10) days or such longer period as Salem may authorize.
2. If USER fails to provide payment in accordance with section 1.6(g) of this Agreement.

3. If CITY fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CITY, in the exercise of its reasonable administrative discretion, to continue its performance of this Agreement.
4. If any license, certificate, or insurance required by law, regulation, or this Agreement to be held by either Party to fulfill the Party's obligations under this Agreement is for any reason denied, revoked or not renewed.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**CITY OF SALEM**

**POLK COUNTY SHERIFF'S OFFICE**

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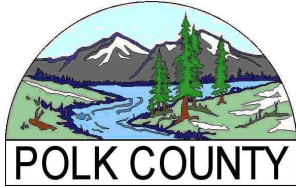
Keith Stahley  
City Manager  
555 Liberty Street Southeast  
Salem, Oregon 97301

Date

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Mark Garton  
Sheriff  
850 Main Street, Room 106  
Dallas, Oregon 97338

Date



# Contract Review Sheet

Staff Contact: \_\_\_\_\_ Department: \_\_\_\_\_

Title: \_\_\_\_\_ Consent Calendar Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Effective Dates - From: \_\_\_\_\_ Thru: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Source Selection:

Sole Source

Personal Services

Competitive Quotes

Special/Exempt Procurement (explain below):

Formal Bid

\_\_\_\_\_

Request for Proposals

\_\_\_\_\_

Background/Discussion:

Fiscal Impact:

Recommendation:

Copies of signed contract should be sent to the following:

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

## Polk County Family &amp; Community Outreach

## Oregon Executive Order Diversion Assistance Program (E/O-DAP) Contract

Mid-Willamette Valley Community Action Agency (MWVCAA)

AND

"Polk County Family &amp; Community Outreach (PCFCO)"

This contract is made and entered into by and between Mid-Willamette Valley Community Action Agency, Inc., MWVCAA, a private nonprofit corporation, hereinafter referred to as "MWVCAA", and "Polk County Family & Community Outreach (PCFCO)", hereinafter referred to as "Sub-recipient", with funding provided through Oregon Housing and Community Services, hereinafter referred to as OHCS.

**Agreement**

NOW THEREFORE, for good and sufficiency consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

**1. Incorporation of Agreement Documents**

This Agreement consists of the following documents that are listed in descending order of precedence:

- Exhibit A (Definitions)
- Exhibit B(Insurance Requirements)
- Exhibit C (Special Provisions)
- Exhibit D (HMIS)
- Attachment 1 (The "Invoice")
- Attachment 2 (EPIC Card)

**2. Grant Programs and Compliance Requirements**

Sub-recipient shall comply, inter alia, with MWVCAA directives, applicable Oregon Administrative Rules (OAR chapter 813, division 46 and 240)

<https://secure.sos.state.or.us/oard/displayChapterRules.action?selectedChapter=144> and applicable Oregon Revised Statutes (ORS 458.600 through 458.655)

[https://www.oregonlegislature.gov/bills\\_laws/ors/ors458.html](https://www.oregonlegislature.gov/bills_laws/ors/ors458.html) each as amended from time to time.

**3. Term of Agreement**

Unless terminated or extended, this Agreement covers the period **January 11, 2024 through June 30, 2025**. The expenditure period for Grant Funds under this Agreement is January 11, 2024 through June 30, 2025.

This Agreement shall become effective on the date this Agreement has been signed by every party. The expiration of the term of this Agreement, including if this Agreement is terminated prior to the end of the above-described term, shall not terminate remedies available to MWVCAA or to Sub-recipient hereunder.

**4. Work to be Performed**

Sub-recipient shall perform all work described in their MWVCAA-approved Work Plan, in accordance with the terms and conditions of this Agreement and other applicable law whether or not described in this Agreement. Sub-recipient shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of MWVCAA.

It is expected the funding provided will be spent in accordance to this following time projections:

- **5/15/2024** - \$108,124.28 towards client services, \$25,440.98 towards administrative costs
- **9/30/2024** - \$169,909.59 towards client services, \$39,978.68 towards administrative costs
- **2/15/2025** - \$139,016.94 towards client services, \$32,709.83 towards administrative costs
- **4/30/2025** - \$77,231.63 towards client services, \$18,172.13 towards administrative costs
- **6/30/2025** - \$61,785.31 towards client services, \$14,537.70 towards administrative costs

Entities under contract will comply with MWVCAA reporting requirements (i.e Annual Community Service Block Grant, HMIS – Service Point, and OHCS Quarterlies), as well as participate in the Marion and Polk counties’ Built for Zero initiative, and the 2025 Point-In-Time Homeless Counts.

Changes to the approved Scope of Work by the Sub-recipient shall require the prior written approval of MWVCAA. Requests for and justification of any change must be submitted in writing to MWVCAA and be approved in writing by MWVCAA prior to commencement of the requested change.

## **5. Consideration**

- a) MWVCAA has agreed to make a conditional award of funds to the Sub-recipient not-to-exceed amount 686,907.08. Six hundred eighty six thousand, nine hundred seven dollars and 08/XX(the “Grant”).
- b) Upon expiration or termination of this Agreement, Sub-recipient shall return all unexpended Grant funds to the MWVCAA within 60 days.
- c) Any desired use of funds by Sub-recipient that differs from the Scope of Work must first be approved in writing, by MWVCAA. 100% of the Grant must be used to provide services as indicated in the Scope of Work.

## **6. Reporting**

[OAR 813.046, 049, 240]

Sub-recipients are required to submit quarterly program reports by the 5th of the month following the end of each quarter in accordance with MWVCAA directives for content and format. Sub-recipients are required to submit an annual report within the timeframe set by MWVCAA. At the discretion of OHCS, other reports may be required when deemed necessary to provide program utilization and performance information. Sub-recipient reporting to MWVCAA must occur timely, so that MWVCAA can meet the

required deadline for reports to OHCS. Assistance with HMIS data entry and reporting may be found on the OHCS website at: <https://www.oregon.gov/ohcs/for-providers/Pages/hhs-data-reports.aspx>

## **7. Funding Appropriation**

Funds specified in the Consideration section of this Agreement or otherwise may include funds that have not yet been appropriated but which MWVCAA anticipates receiving for use in funding this Agreement and their identification herein is not a guarantee that Sub-recipient will receive any or all such funds. Any and all disbursements of funds hereunder are subject to the terms and conditions of this Agreement, including (without limitation) that such funds are lawfully and fully appropriated, allocated, and available to OHCS with authorizing limitation. Sub-recipient's obligation to perform the work as stated in its MWVCAA approved Scope of Work is conditioned upon MWVCAA receiving corresponding Grant funds or other funds available for reimbursement of such appropriate work costs.

## **8. Nonexclusive Remedies Related to Funding**

### **a) Redistribution or Retention of Funds**

If Grant funds are not obligated for reimbursement by Sub-recipient in a timely manner as determined by MWVCAA at its sole discretion, MWVCAA may reduce Sub-recipient funding as it determines to be appropriate in its sole discretion and redistribute such funds to other Sub-recipients or retain such Grant funds for other MWVCAA use. This remedy is in addition to any other remedies available to MWVCAA under this Agreement or otherwise.

### **b) Reservation of Right to Recapture**

MWVCAA reserves the right to recapture funds from Sub-recipient based on misrepresentation, underperformance, non-compliance, fraud, expiration or termination of this Agreement.

## **9. Termination**

- a) OHCS and MWVCAA may immediately terminate this Agreement in whole or in part upon written notice to the Sub-recipient for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Sub-recipient, as determined by MWVCAA in its sole discretion.
- b) MWVCAA may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 9.a. Cause may include any event, including an event of default, as determined by MWVCAA in its sole discretion that renders inappropriate the continuation of this Agreement or any part hereof. An event of default constitutes an act or omission by Sub-recipient, as determined by MWVCAA at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breaches a duty, owed to MWVCAA under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:
  - 1) Sub-recipient fails to fulfill timely any of its obligations under this Agreement;
  - 2) Sub-recipient fails to comply timely with directives received from MWVCAA or from OHCS that is the original source of the Grant funds;
  - 3) Funds provided under this Agreement are used improperly or illegally by Sub-recipient;
  - 4) Funding for grant programs are denied, suspended, reduced or eliminated;

- 5) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that MWVCAA is prohibited from paying for or lacks authority to pay for any Work performance under this Agreement or to pay for any such performance from the planned funding source(s);
  - 6) Funding, appropriations, limitations or expenditure authorization to expend Grant funds is denied, suspended, reduced or eliminated;
  - 7) Any certification, license or certificate required by law to be held by Sub-recipient to perform the Work required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
  - 8) Sub-recipient (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
  - 9) Sub-recipient, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal or state department, including OHCS, or MWVCAA.
- c) Sub-recipient may, upon 30 days written notice, terminate this Agreement in whole or in part, if:
    - 1) MWVCAA unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period;
    - 2) MWVCAA provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within 30 days of being informed that it is contrary to any such law;
  - d) Either party may terminate this Agreement in whole or in part immediately upon written notice to the other party if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government, or a competent court (in a final determination), in such a way that one or both parties no longer has the authority to meet its obligations under this Agreement in whole or such part.
  - e) Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, MWVCAA may, in its sole and absolute discretion, require that Sub-recipient obtain prior MWVCAA approval from it for any additional expenditures that would obligate MWVCAA to reimburse it from Grant funds or otherwise.
  - f) Notwithstanding the above, or any termination thereunder, neither Sub-recipient nor MWVCAA shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. MWVCAA may withhold any reimbursement to Sub-recipient in the amount of compensation for damages due MWVCAA from Sub-recipient (as estimated by MWVCAA in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.
  - g) In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Sub-recipient under this Agreement shall be delivered to MWVCAA within sixty (60) days of the date of termination or upon such date as requested by MWVCAA.

- h) Termination of this Agreement shall not impair or invalidate any remedy available to MWVCAA or to Sub-recipient hereunder, at law, or otherwise.

#### **10. Conflict of Interest**

A conflict exists if a decision or recommendation could affect the finances of the public official or the finances of a relative. A few other situations can present a conflict of interest, as well. If a conflict of interest exists, the public official must always give notice of the conflict, and in some situations the public official is restricted in his ability to participate in the matter that presents the conflict of interest.

Sub-recipient must establish a conflict of interest policy which outlines the process for disclosing in writing any potential conflict of interest. Any perceived or actual conflict of interest must be reported to MWVCAA in a timely manner.

#### **11. Governing Law; Venue; Consent to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") involving MWVCAA that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County, for the State of Oregon or, if necessary, the United States District Court for the District of Oregon. Sub-recipient expressly consents to the in *personam* jurisdiction of such courts.

Notwithstanding the foregoing, MWVCAA and the State of Oregon, as well as any other public-body party hereto, expressly reserve, and do not waive or limit any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court.

#### **12. Compliance with Applicable Law**

Sub-recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement. Without limiting the generality of the foregoing, Sub-recipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. 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.

#### **13. No Third-Party Beneficiaries**



MWVCAA and Sub-recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

#### **14. Notices**

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, or other written instrument, to Sub-recipient or MWVCAA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against MWVCAA, such facsimile transmission must be confirmed by telephone notice to MWVCAA's primary contact. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

#### **15. Confidentiality**

MWVCAA shall, and shall require and cause its Sub-recipients and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

Sub-recipient shall, and shall require vendors to ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

#### **16. Monitoring Required**

##### **a) MWVCAA Authorized to Monitor Sub-Recipient**

MWVCAA shall monitor the activities of each Sub-recipient and its vendors as it deems necessary or appropriate, among other things, to ensure Sub-recipient complies with the terms of this Agreement and that Grant fund awards are used properly for authorized purposes hereunder. MWVCAA also shall review the activities and records of Sub-recipient to ensure that performance goals are achieved as specified in this Agreement, including without limitation in the sub-recipient's Scope of Work and that performance is to the satisfaction of MWVCAA. Monitoring activities may include any action deemed necessary or appropriate by MWVCAA including, but not limited to the following: (1) the review (including copying) from time to time of any and all Sub-recipient records and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Sub-recipient fiscal and program reports, and requiring appropriate Request for Funds documentation as well as such other information and clarification as it deems appropriate, prior to providing a Request for Funding approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance and enforcing compliance of Sub-recipient,

and their officers, employees, agents, contractors and other staff. MWVCAA monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by MWVCAA. Sub-recipient consents to such monitoring and enforcement by MWVCAA and agrees to cooperate fully with same. OHCS may also monitor, as described above, any sub-recipient as the department deems necessary.

MWVCAA reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties including, but not limited to the Oregon Secretary of State, the Attorney General, the federal government, and law enforcement agencies.

**b) Sub-Recipient Shall Fully Cooperate**

Sub-recipient shall fully and timely cooperate with MWVCAA in the performance of any and all monitoring and enforcement activities. Failure by Sub-recipient to comply with this requirement is sufficient cause for MWVCAA to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by MWVCAA as a material failure by the Sub-recipient to perform its obligations under this Agreement.

**17. Monitoring**

a) MWVCAA generally will advise the Sub-recipient as to its observations and findings generated by any on-site visit; usually through an exit interview. Within 60 days after an on-site inspection, MWVCAA will endeavor to provide Sub-recipient with a written report as to its findings from that inspection. MWVCAA may advise the Sub-recipient of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Sub-recipient shall timely satisfy such corrective actions required by MWVCAA.

b) MWVCAA may review (including copying) from time to time any and all Sub-recipient files, records, and other information of every type arising from or related to performance under this Agreement. Within 60 days after a review, MWVCAA will endeavor to communicate in writing to the Sub-recipient. MWVCAA may advise the Sub-recipient of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Sub-recipient shall timely satisfy such corrective actions as reasonably required by MWVCAA.

**18. Monitoring: Major Findings Resolution**

MWVCAA may track and follow up with Sub-recipient regarding the correction by Sub-recipient of findings made or other corrective actions required in MWVCAA's monitoring of Sub-recipient's performance under this Agreement. The tracking record developed by MWVCAA may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Subrecipients shall resolve findings and other required corrective actions within the timeframes reasonably given by MWVCAA by written report or otherwise.

**19. Remedies**

a) If MWVCAA determines, in its sole discretion, that Sub-recipient has failed to comply timely with any material obligation under this Agreement, including but not limited to any MWVCAA directive or term of a corrective action plan, MWVCAA may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part

or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debaring or otherwise limiting Sub-recipient's eligibility for other funding from MWVCAA; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.

b) The rights and remedies of MWVCAA provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. Except as expressly stated herein, this Section also does not limit Sub-recipient's remedies provided under this Agreement, by law, or otherwise, but Sub-recipient acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.

c) No failure or delay by MWVCAA to enforce any provision of this Agreement shall constitute a waiver by MWVCAA of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

d) Remedies provided under this Agreement or otherwise shall survive termination of this Agreement.

## **20. Unallowable Costs and Lobbying Activities**

Sub-recipient shall review and comply with the allowable costs and other provisions applicable to expenditures under the particular grant programs covered by this Agreement. If Sub-recipient makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Agreement, MWVCAA may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

## **21. Disallowance of Costs**

MWVCAA neither is responsible for nor shall it pay for any costs disallowed (a Disallowance of Costs) either upon a Request for Funds or as a result of any audit, review, site visit, or other disallowance action by MWVCAA except for costs incurred by Sub-recipient solely due to the willful misconduct or gross negligence of MWVCAA, its employees, officers or agents. If a cost is disallowed by MWVCAA after reimbursement has occurred, Sub-recipient shall repay all disallowed costs to MWVCAA upon written notice within the time frame specified by MWVCAA, which in no event shall exceed thirty (30) days.

Sub-recipient shall cooperate with OHCS and all appropriate investigative agencies and shall assist in recovering invalid payments.

## **22. Records Maintenance**

Sub-recipient shall prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.

Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

### **23. Records Access**

MWVCAA, OHCS, the Oregon Secretary of State's Office, the federal government and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Sub-recipient which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts and copies. These records are the property of MWVCAA who may take possession of them at any time after three (3) business days' notice to Sub-recipient. Sub-recipient may retain copies of all records taken by MWVCAA under this Section.

### **24. Insurance and Workers Compensation**

Sub-recipient shall provide all necessary insurance as described in Exhibit B.

### **25. Sub-recipient Status**

Sub-recipient shall perform all work under this Agreement as an independent contractor. Sub-recipient is not an officer, employee or agent of the MWVCAA or State, as those entities are respectively defined in ORS chapter 456 and in ORS 30.265, with respect to work performed under this Agreement.

Sub-recipient agrees that insurance coverage, whether purchased or by self-insurance, for Subrecipient's agents, employees, and officers is the sole responsibility of Sub-recipient.

Sub-recipient certifies that it is not employed by or contracting with the federal government for the work covered by this Agreement.

Sub-recipient certifies to the best of its knowledge and belief that neither the Sub-recipient nor any of its principals, officers, directors or employees:

- a) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection 25-b above;
- d) Has within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
- e) Is included on the list titled "**Specially Designated Nationals and Blocked Persons**" maintained by the Office of Foreign Assets Control for the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

**f) Sub-recipient shall provide all necessary insurance as described in Exhibit B.**

**26. Severability**

If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

**27. Execution and Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**28. Grant Funds**

Grant funds are used in conjunction with this Agreement. Sub-recipient assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Agreement) by Sub-recipient, agents or assigns and shall, upon breach of grant conditions that require MWVCAA to return funds to the grantor, whether such breach is by Sub-recipient, agents or assigns, hold harmless and indemnify MWVCAA for an amount equal to the grant funds received under this Agreement together with any additional damages resulting to OHCS; or if there are legal limitations on the indemnification ability of the Sub-recipient, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Agreement.

Spending Targets:

At 25% through expenditure period, at least 10% of the funding must be spent

At 50% through expenditure period, at least 25% of the funding must be spent

At 75% through expenditure period, at least 65% of the funding must be spent

At 90% through expenditure period, at least 90% of the funding must be spent

**29. Indemnity**

Subject to applicable law, Sub-recipients shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and MWVCAA and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or, relating to the activities of MWVCAA or its officers, employees, Subrecipients, subcontractors, or agents under this Agreement.

**30. Oregon False Claims Act**

Sub-recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by Sub-recipient pertaining to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Sub-recipient certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other liabilities that may be applicable, Sub-recipient further acknowledges that if it makes, or causes to be made, a false claim or performs a

prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Sub-recipient.

Without limiting the generality of the foregoing, Sub-recipient represents and warrants that:

- a) Sub-recipient's representations, certifications, and other undertakings in this Agreement are not False Claims Act Violations; and
- b) None of Sub-recipient's performance under this Agreement, including but not limited to any invoices, reports, or other deliverables in connection with its performance of this Agreement, will constitute False Claims Act Violations.

For purposes of this Section, a "False Claims Act Violation" means a false claim as defined by ORS 180.750(2) or anything prohibited by ORS 180.755.

Sub-recipient shall immediately report in writing, to MWVCAA, any credible evidence that a principal, employee, agent, or other person has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or any moneys paid under this Agreement.

Sub-recipient understands and agrees that any remedy that may be available under the Oregon False Claims Act shall be in addition to any other remedy available to the State of Oregon or MWVCAA under any other provision of law, or this Agreement.

### **31. Attorney Fees**

In the event a lawsuit of any kind is instituted on behalf of MWVCAA or the Sub-recipient with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees shall not exceed the rate charged to MWVCAA by its attorneys.

### **32. Time is of the Essence**

Time is of the essence in the performance of all under this Agreement.

### **33. Amendments**

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

### **34. Merger Clause**

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of

this Agreement shall bind all parties unless in writing and signed by both parties and all necessary MWVCAA approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of MWVCAA to enforce any provision of this Agreement shall not constitute a waiver by MWVCAA of that or any other provision.

### **35. Diversity, Equity, and Inclusion**

OHCS, MWVCAA and Sub-recipient commit to intentional, data driven approach to reduce disparities in housing and social service provisions. OHCS commits to creating a system to analyze OHCS –funded programs and remove identified barriers to accessing opportunities within those programs.

### **36. CERTIFICATIONS AND SIGNATURE OF SUB-RECIPIENT'S AUTHORIZED REPRESENTATIVE**

THIS AGREEMENT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUB-RECIPIENT.

The undersigned certifies under penalty of perjury both individually and on behalf of Sub-recipient that:

- a) The undersigned is a duly authorized representative of Sub-recipient, has been authorized by Subrecipient to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Sub-recipient;
- b) By signature on this Agreement for Sub-recipient, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Sub-recipient and that Subrecipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.
- c) Sub-recipient and sub-recipient's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>; and
- d) Sub-recipient is bound by and will comply with all requirements, terms and conditions contained in this Agreement; and
- e) Sub-recipient further certifies to having a formal statement of nondiscrimination in employment policy. To the best of the undersigned's knowledge, Sub-recipient 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.

**AUTHORIZED SIGNATURES:**

**MWVCAA- ARCHES**

Authorized Signature:  X   
Jimmy Jones

Date:

Print Name: Jimmy Jones

Title: Executive Director

Address: 2475 Center St NE, Salem OR 97301

Phone: 503-585-6232

Email: [Jimmy.Jones@mwvcaa.org](mailto:Jimmy.Jones@mwvcaa.org)

**SUB-RECIPIENT**

Authorized Signature:  X

Date:

Print Name: Greg Hansen

Title: County Administrator

Address: 850 Main St, Dallas OR 97338

Phone: 503-623-9317

Email: [Hansen.greg@co.polk.or.us](mailto:Hansen.greg@co.polk.or.us)



**MEMORANDUM**

**TO:** Board of Commissioners

**FROM:** Aaron Felton

**DATE:** January 17<sup>th</sup>, 2024

**SUBJECT:** 2023-2025 CAMI Grant Agreement

**Wednesday Consent  
January 17<sup>th</sup>, 2024**

**RECOMMENDATION:**

Sign the CAMI Grant Agreement for 2023-2025

**ISSUE**

The CAMI/MDT program is dependent on the funds of this grant to operate. It is a statutory requirement that the District Attorney's office has a MDT.

**BACKGROUND**

Our CAMI team consists of prosecution, local law enforcement, DHS, school officials, county health department, county mental health department, child abuse assessment center staff and our county juvenile department. The focus of the team is child abuse investigations, prosecution and training support for our team.

**DISCUSSION/ALTERNATIVES:**

- A. Approve and sign the 2023-2025 CAMI Grant Agreement
- B. Do not approve and sign the 2023-2025 CAMI Grant Agreement

**SUMMARY:**

N/A

**FISCAL IMPACT:**

This is a program that is required of the District Attorney's office and is fully funded by this grant.



ELLEN F. ROSENBLUM  
Attorney General

LISA M. UDLAND  
Deputy Attorney General

**DEPARTMENT OF JUSTICE**  
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

**MEMORANDUM**

DATE: July 1, 2023  
TO: 2023-2025 Child Abuse Multidisciplinary Intervention Grant Recipients  
FROM: Robin Reimer, CAMI Fund Coordinator

Attached is your agency's 2023-2025 CAMI Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement.

Once the Grant Agreement is signed, please upload a copy of the signed Grant Agreement and Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants. **Once the documents are uploaded, save the page then change the application status in CVSSD E-Grants to "Agreement Accepted."**

Once the signed Grant Agreement has been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your grant agreement under the "Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this Agreement, please contact Robin Reimer at 503-507-4990.



**DEPARTMENT OF JUSTICE**  
Crime Victim and Survivor Services Division

**2023-2025 STATE CHILD ABUSE MULTIDISCIPLINARY  
INTERVENTION (CAMI)  
GRANT AWARD COVER SHEET**

<b>1. Applicant Agency's Name and Address:</b>  Polk County, acting by and through its District Attorney's Office 850 Main Street Dallas, OR 97338-3178  Contact Name: Renee Pena Telephone: (503) 623-9268 E-mail: pena.renee@co.polk.or.us	<b>2. Special Conditions:</b> This grant project is approved subject to such conditions or limitations as set forth in the attached Grant Agreement. <b>3. Statutory Authority for Grant:</b>  ORS 418.746
<b>4. Award Number:</b> CAMI-MDT-2023-PolkCo.DAVAP-00006	<b>5. Award Date:</b> July 1, 2023
<b>6. Subrecipient UEI Number:</b>  93-6002310	<b>7. Type of Recipient:</b>  DAVAP
<b>8. Project Period:</b>  July 1, 2023 through June 30, 2025	<b>9. Grant:</b> <b>Allocation Amount (Grant):</b> \$280,875.00 <b>Carryover in Addition Amount:</b> \$ 28,287.53 <b>Carryover in Offset Amount:</b> \$ 0.00 <b>Budget (Allocation + Carryover in Addition):</b> \$309,162.53
<b>10. Semi-Annual Progress Report Due Dates:</b> January 31, 2024 July 20, 2024 January 31, 2025 July 20, 2025 (final)	<b>11. Financial Reports Due Dates:</b> October 31, 2023 January 31, 2024 April 30, 2024 July 20, 2024 October 31, 2024 January 31, 2025 April 30, 2025 July 20, 2025 (final)
This award is contingent upon the Subrecipient agreeing to the terms of award for the grant entitled " <b>State Child Abuse Multidisciplinary Intervention (CAMI)</b> Grant Request for Applications for Awards". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.	

**OREGON DEPARTMENT OF JUSTICE  
CHILD ABUSE MULTIDISCIPLINARY INTERVENTION ACCOUNT  
INTERGOVERNMENTAL GRANT AGREEMENT  
CAMI-MDT-2023-PolkCo.DAVAP-00006**

**BETWEEN:** State of Oregon, acting by and through (DOJ CVSSD)  
its Department of Justice,  
1162 Court St. NE  
Salem, Oregon 97301-4096

**AND:** Polk County, acting by and through its District Attorney's Office (Subrecipient)  
850 Main Street  
Dallas, OR 97338-3178

**PROJECT START DATE:** July 1, 2023

**GRANT AWARD PROVISIONS**

**SECTION 1  
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award. Pursuant to ORS 418.746<sup>1</sup>, DOJ CVSSD is authorized to enter into a grant agreement and to make an award, from funds received under the Child Abuse Multidisciplinary Intervention (CAMI) Account, to Subrecipient for the purposes set forth herein.

Section 1.02. Agreement Parties. This Agreement, hereafter referred to as “Agreement”, is between DOJ CVSSD and the forenamed Subrecipient.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of as of July 1, 2023.

Section 1.04. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement: this Agreement (except Exhibits and documents incorporated herein), Exhibit A, and

- (a) The most current version of the CAMI Grant Management Handbook available at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/child-abuse-multidisciplinary-intervention-cami-fund/>
- (b) 2023-2025 CAMI MDT Grant Request for Applications Application Instructions and any Amendments.
- (c) Subrecipient’s CAMI MDT 2023-2025 Application.

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control.

Section 1.05. Source of Funds. Payment for the Project will be from the Child Abuse Multidisciplinary Intervention Account and monies allocated from the Oregon General Fund.

**TERMS AND CONDITIONS**

**SECTION 2  
GRANT AWARD**

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<sup>1</sup> 2019 Oregon Laws Ch. 141 (H.B. 2464 (2019 Regular Session)), amends ORS 418.746 and the related CAMI statutes. The amendments are operative January 1, 2020.

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, DOJ CVSSD shall provide Subrecipient with the maximum not-to-exceed amount of **\$280,875.00** (the “Grant”) from the CAMI Fund to financially support and assist Subrecipient’s implementation of the Subrecipient’s CAMI Application incorporated herein by this reference and referred to as the “Project” provided however that DOJ CVSSD shall deduct from the amount of said Grant the amount of unexpended funds that exceeds ten percent (10%) of Subrecipient’s 2021-23 grant allocation unless DOJ CVSSD gave Subrecipient specific approval to retain more than ten percent (10%) of the unexpended funds.

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Subrecipient shall implement the CAMI activities as described in the Project.

Section 2.03. Disbursement of Grant Funds. Subject to Sections 2.04, 2.05, and 2.06, DOJ CVSSD shall disburse the Grant funds to Subrecipient in eight equal payments.

(a) Additionally, Subrecipient may retain and expend in accordance with this Agreement, up to **\$28,287.53** of funds previously provided to Subrecipient in prior grant periods, which funds remained unexpended by Subrecipient on the date of this Agreement.

Section 2.04. Conditions Precedent to Each Disbursement. Prior to each disbursement, all of the following conditions must be satisfied:

- (a) DOJ CVSSD has received sufficient state funds under CAMI to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) DOJ CVSSD has received sufficient funding appropriations, limitations, allotments, or other expenditure authorizations to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Subrecipient certifies it has obtained the required insurance coverage for the duration of this Agreement and acknowledges Subcontractor Insurance Requirements contained in Section 7.07 of this agreement;
- (d) If Subrecipient expends \$750,000 or more in federal funds from all sources Subrecipient has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F;
- (e) Subrecipient is current in all reporting requirements of all active or prior grants administered by DOJ CVSSD;
- (f) No default as described in Section 6.04 has occurred; and
- (g) Subrecipient’s representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Agreement Conditions. If Subrecipient fails to satisfy any of the following conditions, DOJ CVSSD may withhold disbursement:

**Reserved**

Section 2.06. Grant Availability Termination. The availability of Grant funds under this Agreement and DOJ CVSSD’s obligation to disburse Grant funds pursuant to Section 2.03 shall end on **June 30, 2025** (the “Availability Termination Date”). DOJ CVSSD will not disburse any Grant funds after the June 30, 2025, Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when DOJ CVSSD accepts Subrecipient’s completed reports, as described in Section 5.05, or on **June 30, 2025**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Date. Agreement termination shall not extinguish or prejudice DOJ CVSSD’s right to enforce this Agreement with respect to any default by Subrecipient that has not been cured.

### SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Subrecipient's use of the Grant funds is limited to those expenditures necessary to implement the Project. All Grant funds must be for expenses that are eligible under applicable federal and State of Oregon law, and as described in OAR 137-082-021(10) and the most recent versions of the CAMI Guidance. If applicable, Subrecipient's expenditure of Grant funds must be in accordance with the CAMI Project Budget set forth in the Subrecipient's Application.

Section 3.02. Ineligible Uses of Grant Funds. Notwithstanding Section 3.01, Subrecipient shall not use the Grant funds (i) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement (ii) to replace funds previously allocated for child abuse intervention, or (iii) any other purpose not authorized by this Agreement. A detailed list of unallowable costs can be found in the most recent version of the CAMI Guidance.

Section 3.03.

Misexpended and Unexpended Grant Funds. Any federal or state Grant funds disbursed to Subrecipient, or any interest earned by Subrecipient on the federal or state Grant funds, that is not expended by Subrecipient (i) in accordance with this Agreement ("Misexpended Funds") or (ii) by the earlier of the appropriate Availability Termination Date or the date this Agreement is terminated ("Unexpended Funds") shall be returned to DOJ CVSSD. Notwithstanding the preceding sentence to the contrary, at DOJ CVSSD's discretion and with DOJ CVSSD's prior approval, Subrecipient may request an Amendment to this Agreement to extend the Availability Termination Date, or the unexpended Grant funds shall be returned to DOJ CVSSD.

Subrecipient may, at its option, satisfy its obligation to return Misexpended and Unexpended Funds under this Section 3.03 by paying to DOJ CVSSD the amount of Misexpended and Unexpended Funds or permitting DOJ CVSSD to recover the amount of the Misexpended and Unexpended Funds from future payments to Subrecipient from DOJ CVSSD. If Subrecipient fails to return the amount of the Misexpended and Unexpended Funds within fifteen (15) days after the earlier of written demand from DOJ CVSSD, the appropriate Availability Termination Date or the date this Agreement is terminated, Subrecipient shall be deemed to have elected the deduction option and DOJ CVSSD may deduct the amount demanded from any future payment or payments from DOJ CVSSD to Subrecipient, including but not limited to: (i) any payment to Subrecipient from DOJ CVSSD under this Agreement, (ii) any payment to Subrecipient from DOJ CVSSD under any other contract or agreement, present or future, between DOJ CVSSD and Subrecipient, and (iii) any payment to Subrecipient from the State of Oregon under any other contract, present or future, unless prohibited by state or federal law. DOJ CVSSD shall notify Subrecipient in writing of its intent to recover Misexpended and Unexpended Funds and identify the program or programs from which the deduction or deductions will be made. Subrecipient shall have the right to, not later than fourteen (14) calendar days from the date of DOJ CVSSD's notice, request the deduction be made from a future payment(s) identified by Subrecipient. To the extent that DOJ CVSSD's recovery of Misexpended and Unexpended Funds from the future payment(s) suggested by Subrecipient is feasible, DOJ CVSSD shall comply with Subrecipient's request. In no case without the prior consent of Subrecipient, shall the amount of recovery deducted from any one obligation owing to Subrecipient exceed twenty-five percent (25%) of the amount from which the deduction was taken. DOJ CVSSD may seek recovery from as many future payments as necessary to fully recover the amount of Misexpended and Unexpended Funds. DOJ CVSSD's right to recover Misexpended and Unexpended Funds from Subrecipient under this subsection is not subject to or conditioned on Subrecipient's recovery of money from any subcontractor or sub-recipient.

### SECTION 4 SUBRECIPIENT'S REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to DOJ CVSSD that:

Section 4.01. Existence and Power. Subrecipient is a political subdivision of the State of Oregon organized and validly existing under the laws of the state of Oregon. Subrecipient has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Agreement, (ii) incur and perform its obligations under this Agreement, and (iii) receive financing, including the Grant Funds, for the Project.

Section 4.02. Authority, No Contravention. The making and performance by Subrecipient of this Agreement (a) has been duly authorized by all necessary action of Subrecipient, (b) does not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Subrecipient's articles of incorporation or bylaws, or any provision of Subrecipient's charter or other organizational document and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly executed by Subrecipient and when executed by DOJ CVSSD, constitutes a legal, valid, and binding obligation of Subrecipient enforceable in accordance with its terms.

Section 4.04. Approvals. If applicable and necessary, the execution and delivery of this Agreement by Subrecipient has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

Section 4.05. There is no proceeding pending or threatened against Subrecipient before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Subrecipient to carry out the Project.

## SECTION 5 SUBRECIPIENT'S AGREEMENTS

Section 5.01. Project Commencement. Subrecipient shall cause the Project to be operational no later than 60 days from the date of this Agreement. If the Project is not operational by that date, Subrecipient must submit a letter to DOJ CVSSD describing steps taken to initiate the Project, reasons for delay, and the expected Project starting date. If the Project is not operational within 90 days of the date of this Agreement, the Subrecipient must submit a second letter explaining the additional delay in implementation. DOJ CVSSD may, after reviewing the circumstances, consider the Subrecipient in default in accordance with Section 6.04 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Subrecipient shall complete the Project no later than the appropriate Availability Termination Date described in Section 2.06; however, if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, Subrecipient shall not be required to complete the Project.

Section 5.03. Civil Rights and Victim Services.

- (a) Subrecipient shall comply with the following Oregon Department of Justice, Crime Victim and Survivor Services Division ("CVSSD") policies for addressing discrimination complaints:
  - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victim and Survivor Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available under Policies on DOJ CVSSD's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>; and
  - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victim and Survivor Services Division and the Oregon Department of Justice, Crime Victim and Survivor Services Division Subrecipients* available under Policies on DOJ CVSSD's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.
- (b) Subrecipient shall complete and certify completion of civil rights training as described under Training on DOJ CVSSD's Civil Rights Requirements web page available at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>. Subrecipient shall conduct periodic training for Subrecipient employees on the procedures set forth in the policies referenced in subsection (b)

of this Section.

- (c) Subrecipient shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Subrecipient is prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, age or disability and the procedures for filing a complaint of discrimination as described in the “Civil Rights Fact Sheet” developed by DOJ CVSSD and available under Notification Regarding Program Availability on DOJ CVSSD’s Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.

Section 5.04. Training Requirements. Subrecipient shall attend all appropriate DOJ CVSSD-sponsored training and fund-specific meetings unless specific written permission excusing attendance has been obtained from DOJ CVSSD.

Section 5.05. Reporting Requirements.

- (a) Subrecipient shall submit the following reports:
  - (i) Quarterly Financial Reports. Subrecipient shall provide DOJ CVSSD with quarterly financial reports no later than 30 days after the end of the calendar quarters ending September 30, December 31, and March 31, and no later than July 20 for the calendar quarter ending June 30.
  - (ii) Semi-Annual Progress Reports. Subrecipient shall prepare and submit to DOJ CVSSD semi-annual progress reports on Subrecipient’s child abuse intervention services activities no later than 30 days after the calendar quarter ending December 31 and no later than July 20 for the calendar quarter ending June 30.

Section 5.06. Procurement Standards. Subrecipient shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement procedures and regulations conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.

Section 5.07. Nondisclosure of Confidential or Private Information. Subrecipient shall protect the confidentiality and privacy of persons receiving services.

- (a) The term “personally identifying information”, “individual information”, or “personal information” means individually identifying information for or about an individual victim including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.
- (b) Subrecipient may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.
- (c) Subrecipient shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient’s programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:
  - (i) Information requested for a Federal, State, tribal, or territorial grant program; and
  - (ii) Disclosure from the Subrecipient’s organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; and
  - (iii) Disclosure from victim services divisions or components of an organization, agency, or government to the



leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.

- (d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs may be released only if:
  - (i) The victim signs a release as provided below;
  - (ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws; or
  - (iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn.
- (e) Victim releases must meet the following criteria:
  - (i) Releases must be informed, written, and limited to a reasonable duration. The reasonableness of duration is dependent on the situation. Subrecipient may not use a blanket release and must specify the scope and limited circumstances of any disclosure. Subrecipient must discuss with the victim, and the written release must explain, why the information might be shared, who would have access to the information, and what information could be shared under the release.
  - (ii) Subrecipient may not require consent to release of information as a condition of service.
  - (iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person who has a court-appointed guardian. Except as provided in paragraph (e)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian. A legally-appointed guardian must sign for an incapacitated person. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the subrecipient or subgrantee should attempt to notify the minor as appropriate.
  - (iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.
- (f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Subrecipient shall make reasonable attempts to provide notice to victims affected by the disclosure of information. Subrecipient shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.
- (g) Fatality reviews. Subrecipient may share the personally identifying information or individual information of deceased victims that is requested for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:
  - (i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability;
  - (ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team;
  - (iii) The information released is limited to that which is necessary for the purposes of the fatality review.
- (h) Breach of Personally Identifying Information. Subrecipient is responsible for taking reasonable efforts to prevent unauthorized releases of personally identifying information or individual information that is collected as described

in paragraph (a) of this section. The Subrecipient (and any subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee), 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of personally identifying information to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

- (i) Subrecipient shall notify DOJ CVSSD promptly after receiving a request from the media for information regarding a recipient of services funded with Grant funds.

Section 5.08. Criminal History Verification. Subrecipient shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) Requiring all applicants for employment or volunteer service to apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Subrecipient; or
- (b) Contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) Using another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Subrecipient shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees, or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Subrecipient shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether, based upon the conviction, the person poses a risk to working safely with victims of crime. If Subrecipient intends to hire or retain the employee, potential employee, or volunteer, Subrecipient shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant, employee, or volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Subrecipient will place this explanation, along with the applicant, employee, or volunteer's criminal history check, in the retained employee or volunteer's personnel file for permanent retention.

Section 5.09. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. Subrecipient must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Subrecipient's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees DOJ CVSSD and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. It is the responsibility of the Subrecipient to obtain a copy of the DOJ Grants Financial Guide from the OCFO available at

<https://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.

- (b) **Access to Records.** DOJ CVSSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subrecipient and any contractors or subcontractors of Subrecipient, which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- (c) **Audits.** Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends \$750,000 or more in federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSSD within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year, Subrecipient is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection 5.10(b) above.
- (d) **Audit Costs.** Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.10. **Compliance with Laws.** Subrecipient shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant funds and the activities financed with the Grant funds. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with:

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968**, as amended, 34 U.S.C. §10228(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).
  - (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
  - (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7<sup>th</sup> Street N.W., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. Seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131** and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability), the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.

- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Subrecipient to have a Unique Entity Identifier (UEI) number.
- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposals and budgets and in conducting its programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice (“USDOJ”) has issued guidance for subrecipients to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
- (f) **Partnerships with Faith-Based and Other Neighborhood Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.
- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at [Civil Rights Office | Home | Office of Justice Programs \(ojp.gov\)](http://CivilRightsOffice|Home|OfficeofJusticePrograms(ojp.gov)).
- (h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the United States Department of Justice in 2 CFR Part 2800.
- (i) Further, Subrecipient shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7<sup>th</sup> Street N.W., Washington D.C. 20531. Complaints with the Office for Civil Rights can be filed through their website at [Civil Rights Office | Filing a Civil Rights Complaint | Office of Justice Programs \(ojp.gov\)](http://CivilRightsOffice|FilingaCivilRightsComplaint|OfficeofJusticePrograms(ojp.gov)) or by sending the complaint verification form and Identity Release Statement to the address listed in the preceding sentence.

Section 5.11. Assurances. The Subrecipient assures that it will:

- (a) Utilize Grant funds only to provide authorized services to victims of child abuse;
- (b) Obtain prior approval from DOJ CVSSD for:
  - 1. Movement of funds
    - i. For grant awards totaling \$500,000 or less: Movement of funds that total more than \$3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
    - ii. For grant awards totaling more than \$500,000: Movement of funds that total more than \$5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR
  - 2. Adding a budget category or line item that did not exist in the original budget; OR
  - 3. Deleting an existing category.
- (c) Comply with the terms of the most recent version of the CAMI Guidance.

## SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by Either Party. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, DOJ CVSSD may terminate this Agreement effective immediately upon written notice to Subrecipient, or effective on such later date as may be established by DOJ CVSSD in such notice, under any of the following circumstances: (a) DOJ CVSSD fails to receive sufficient appropriations or other expenditure authorization to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) DOJ CVSSD fails to receive sufficient federal or state funds to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) Subrecipient is in Default under Section 6.04.

Section 6.03. Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to DOJ CVSSD, Subrecipient shall immediately cease all activities under this Agreement unless, in a notice issued by DOJ CVSSD, DOJ CVSSD expressly directs otherwise.

Section 6.04. Default. Either party (as applicable) shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any Exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Subrecipient herein or in any documents or reports relied upon by DOJ CVSSD to measure progress on the Project, the expenditure of Grant funds or the performance by Subrecipient is untrue in any material respect when made; or
- (c) Subrecipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Subrecipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.05. Remedies.

- (a) DOJ CVSSD Remedies Upon Default. In the event Subrecipient is in default under Section 6.04, DOJ CVSSD may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 6.02, (ii) reducing or withholding payment for Project activities or materials that are deficient or Subrecipient has failed to complete by any scheduled deadlines, (iii) requiring Subrecipient to complete, at Subrecipient's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under this section or setoff (under 3.03), or both, or (vi) declaring Subrecipient ineligible for the receipt of future awards from DOJ CVSSD. These remedies are cumulative to the extent the remedies are not inconsistent, and DOJ CVSSD may pursue any remedy or remedies singly, collectively, successively or in any order

whatsoever. Subrecipient may, at its option, satisfy its obligation to return such costs under this Section by paying to DOJ CVSSD the amount of the costs or permitting DOJ CVSSD to recover the amount of the funds from future payments to Subrecipient from DOJ CVSSD

- (b) Subrecipient Remedies. In the event DOJ CVSSD is in default under Section 6.04 and whether or not Subrecipient elects to terminate this Agreement, Subrecipient's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of authorized expenses incurred for Project activities completed and accepted by DOJ CVSSD, less any claims DOJ CVSSD has against Subrecipient. In no event will DOJ CVSSD be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits.

## SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of DOJ CVSSD to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between DOJ CVSSD or any other agency or department of the State of Oregon, or both, and Subrecipient that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. **SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.**

In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, e-mail (with confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the intended email address), or mailing the same, postage prepaid to Subrecipient or DOJ CVSSD at the address or number set forth in this Agreement. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the postmark date. Any communication or notice delivered by e-mail shall be deemed received and effective on the date sent if sent during normal business hours of the receiving party and on the next business day if sent after normal business hours of the receiving party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee. This Section shall survive expiration or termination of this Agreement.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSSD E-Grants. No term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing as specified in Section 7.03 of this Agreement. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Subrecipient shall follow the same regulations, policies and procedures it uses for procurements for the utilization of any other state or federal funds, provided that Subrecipient's procurements conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.
- (b) Subrecipient shall not enter into any Contracts, as defined in 2 CFR 200.1, required by this Agreement without DOJ CVSSD's prior written consent. Subrecipient shall comply with procurement standards as defined in Section 5.06 when selecting any subcontractor. Subrecipient shall require any subcontractor to comply in writing with the terms

of an Independent Contractor Agreement as described in the [Minimally Recommended Elements for an Independent Contractor Agreement](https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf) found at [https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally\\_recommended\\_elements\\_of\\_Independent\\_Contractor\\_Agreement.pdf](https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf). DOJ CVSSD's consent to any Contract shall not relieve Subrecipient of any of its duties or obligations under this Agreement.

- (c) This Agreement shall be binding upon and inure to the benefit of DOJ CVSSD, Subrecipient, and their respective successors and assigns, except that Subrecipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of DOJ CVSSD. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by DOJ CVSSD.

Section 7.06. Entire Agreement. This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Insurance.

Subrecipient shall obtain at Subrecipient's expense the insurance specified in this Section prior to performing under this Grant Agreement. Subrecipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Subrecipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DOJ CVSSD. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Subrecipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Subrecipient maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, DOJ CVSSD requires and shall be entitled to the broader coverage and/or higher limits maintained by Subrecipient.

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

Subrecipient, shall provide workers' compensation insurance coverage for subject workers as required by federal, state, or Tribal law, as applicable. Subrecipient must require and ensure that each of its subcontractors, that employ subject workers, as defined in ORS 656.027, comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subrecipient shall require and ensure that each of its subcontractors complies with these requirements. If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

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

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

#### **COMMERCIAL GENERAL LIABILITY:**

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

**AUTOMOBILE LIABILITY INSURANCE.**

Subrecipient shall provide Automobile Liability Insurance covering Subrecipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$\_\_\_1,000,000\_\_\_\_\_ for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY:**

Subrecipient shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Subrecipient and Subrecipient's subcontractors, agents, officers or employees in an amount not less than \$\_1,000,000\_\_\_\_\_ per claim and not less than \$\_1,000,000\_\_\_\_\_ annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Subrecipient shall provide Continuous Claims Made coverage as stated below.

**EXCESS/UMBRELLA INSURANCE:**

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

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

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Subrecipient's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, DOJ CVSSD requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Subrecipient's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Subrecipient's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

**WAIVER OF SUBROGATION:**

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

**CONTINUOUS CLAIMS MADE COVERAGE:**

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

- (i) Subrecipient's completion and DOJ CVSSD's acceptance of all Services required under the Grant Agreement, or



- (i) DOJ CVSSD or Subrecipient termination of this Grant Agreement, or
- (ii) The expiration of all warranty periods provided under this Grant Agreement.

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

Subrecipient shall provide to DOJ CVSSD Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Grant Agreement. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, DOJ CVSSD has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

**NOTICE OF CHANGE OR CANCELLATION:**

Subrecipient or its insurer must provide at least 30 calendar days' written notice to DOJ CVSSD before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Subrecipient agrees to periodic review of insurance requirements by DOJ CVSSD under this Grant Agreement and to provide updated requirements as mutually agreed upon by Subrecipient and DOJ CVSSD.

**STATE ACCEPTANCE:**

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

**SUBCONTRACTOR INSURANCE REQUIREMENTS**

Subrecipient shall require each of its first tier contractors that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Section 7.07 above, before the contractor performs under the contract between Subrecipient and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to DOJ CVSSD. Subrecipient shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Subrecipient permit a contractor to work under a Subcontract when the Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subrecipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

**Section 7.08. Contribution and Indemnity.**

- (a) Generally. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

- (b) Third Party Claim; DOJ CVSSD's Joint Liability. With respect to a Third Party Claim for which DOJ CVSSD is jointly liable with the Subrecipient (or would be if joined in the Third Party Claim ), DOJ CVSSD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Subrecipient in such proportion as is appropriate to reflect the relative fault of DOJ CVSSD on the one hand and of the Subrecipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DOJ CVSSD on the one hand and of the Subrecipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The DOJ CVSSD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if DOJ CVSSD had sole liability in the proceeding.
- (c) Third Party Claim; Subrecipient's Joint Liability. With respect to a Third Party Claim for which the Subrecipient is jointly liable with DOJ CVSSD (or would be if joined in the Third Party Claim), the Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DOJ CVSSD in such proportion as is appropriate to reflect the relative fault of the Subrecipient on the one hand and of DOJ CVSSD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Subrecipient on the one hand and of DOJ CVSSD on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- (d) Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- (e) Subrecipient shall take all reasonable steps to cause each of its contractors that is not a unit of local government as defined in ORS 190.003, if any, to agree in a written contract with Subrecipient to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Section 7.09. False Claims Act. Subrecipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Subrecipient that pertains to this Agreement or to the Project. Subrecipient 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. Subrecipient further acknowledges in addition to the remedies under Section 6.05, 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 Subrecipient.

Section 7.10. Time is of the Essence. Subrecipient agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.11. Survival. The following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Funds; Section 5.10, Maintenance, Retention and Access to Records; Audits; and Section 7 MISCELLANEOUS. Otherwise, all rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or

obligations accrued to the Parties prior to termination.

Section 7.12. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.13. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.14. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.15. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

Section 7.16. No Third Party Beneficiaries. DOJ CVSSD and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



**STATE OF OREGON**

Acting by and through its Department of Justice

By: \_\_\_\_\_

Name: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

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

**AUTHORIZED AGENT FOR SUBRECIPIENT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**APPROVED FOR LEGAL SUFFICIENCY**

By: Steven Marlowe

Title: Senior Assistant Attorney General

Date: approved via email on 1/3/2024



# CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 3558

Department: Health Services: Behavioral Health Consent Calendar Date: January 17, 2024

Contractor Name: PacificSource Community Solutions

Address: 3125 Chad Drive

City, State, Zip: Eugene, OR 97408

Effective Dates - From: January 01, 2024 Through: December 31, 2024

Contract Amount: Varies

**Background:**

PacificSource, contracted with OHA Health Systems Division to be the Coordinated Care Organization, is responsible for implementing and administering services under OHP in Polk County through contract agreement 19-127.

**Discussion:**

Amendment 09 (01-24) extends the current contract through 12/31/2024 with a slight increase to reproductive health rates. No other significant changes noted.

**Fiscal Impact:**

This amendment gives higher reimbursement rates for reproductive health services which increase revenue to offset operating costs.

**Recommendation:**

It is recommended that Polk County sign Amendment 09 with PacificSource.

Copies of signed contract should be sent to the following:

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_



**AMENDMENT TO**  
**PacificSource / Polk County**  
***PARTICIPATING PROVIDER SERVICE AGREEMENT***

Effective January 1, 2024, the PacificSource Participating Provider Service Agreement with Polk County is amended as follows:

- I. **Attachment A-1** dated effective 01/01/2023 shall be replaced with **Amended Attachment A-1** dated effective 02/01/2024.

Except for the changes described herein, the Participating Provider Service Agreement remains unchanged.

**HEALTH PLAN:**

**PROVIDER:**

**PACIFCSOURCE COMMUNITY SOLUTIONS**

**POLK COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: Peter McGarry

Name: \_\_\_\_\_

Title: Vice President – Provider Network

Title: \_\_\_\_\_

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

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

Email: ORContracting@pacificsource.com

Email: carroll.noelle@co.polk.or.us

**Attachment A-1**

Polk County

February 1, 2024

**Reimbursement Schedule – Risk/Incentive Model  
Community Mental Health Program**

**1.0 RISK/INCENTIVE MODEL.**

The Risk/Incentive model agreed upon by Health Plan and Provider shall contain the following:

- (A) A risk/incentive model involving multiple community Health Care Budgets for populations of Members assigned to specific physical health primary care providers, derived from revenue allocated for the physical health and behavioral health care needs of Members, and a settlement for providers with budget-based aligned incentives as indicated in this Attachment A.
- (B) Fee-for-service payment for professional services provided by Provider with a Claims Risk Withhold, in addition to program-based PMPM reimbursement where appropriate.
- (C) For distinct OHP Member populations assigned to physical health primary care providers with risk/incentive models in their agreements with Health Plan. A risk/incentive model which features Revenue and Expenses for physical health and behavioral health professional and residential services under OHP and paid by the State of Oregon to Health Plan as a global capitation payment, and less revenue reductions pertaining to (i) Hepatitis C reconciliations (as reconciled with the State of Oregon if necessary), (ii) HRA adjustments, taxes, premium transfers and other OHA mandated premium reductions, and (iii) excluding Revenue and Expenses in the following categories:
  - State of Oregon mandated spending/expenses on social determinants of health.
  - “Dental Care” premium allocation and expenses until such time as this premium and expenses are added to risk model described here.
  - “Non-Emergent Medical Transportation” premium allocation and expenses.
  - CCO Quality Incentive Measure (“QIM”) withhold return from the State of Oregon received in the year of settlement, whose distribution methodology is excluded as determined by the CCO Health Council.
  - Operating payments to the CCO Health Council, taxes, adjustments and premium transfers.

- (D) Contract terms that are consistent with the Joint Management Agreement (JMA) and JMA budget signed between Health Plan and the CCO Health Council which specifies the rules, duties, obligation, limitations on Health Plan margin, “Health Services” allocations, and other obligations and expenses for Health Plan as a CCO.
- (E) Metrics which specify the return of part or all of the Risk Withhold and Surplus which may result from health care expenses measured against the HCB.

**2.0 COMPENSATION.**

**2.1 Fee For Service Reimbursement**

SERVICE/PROCEDURE	MAXIMUM ALLOWABLE	PERFORMANCE WITHHOLD
<b>Carve-outs:</b> T1015 (U1) T1015 (U2) T1015 (U3)	\$79.00 per unit \$203.00 per unit \$319.00 per unit	10% 10% 10%
<b>Outpatient Mental Health/Substance Use Disorder Services:</b> 90785, 90832-90834, 90836-90840, 90846, 90847, 90849, 90853, 90882, 90887, H0032, T2010, T2011, T1023, H0002, H0004, H0005, H0006, H0020, H0022, H0033, T1006	138% of OHP Allowable <sup>1, 2, 3</sup>	10%
<b>Outpatient Behavioral Health Assessments:</b> 90791, 90792, 96130-96133, 96136, 96137, H0001, H0031, H2000	170% of OHP Allowable <sup>1, 2, 3</sup>	10%
<b>Evaluation and Management Services:</b> 99202-99205, 99211-99215, 99354, 99355, 99341-99345, 99347-99350	170% of OHP Allowable <sup>1, 2, 3</sup>	10%
<b>ABA Therapy Services</b>	100% of OHP Allowable <sup>1, 2, 3</sup>	10%
<b>THW Services:</b> Consistent with PacificSource guidelines	100% of OHP Allowable <sup>1, 2, 3</sup>	10%
<b>Laboratory, DME:</b> Services listed in the OHP Medical-Dental Fee Schedule	100% of OHP Allowable <sup>1, 2</sup>	10%
<b>Injectables, Vaccines, Immunizations:</b> Services listed in the OHP Medical-Dental Fee Schedule	100% of Billed Charges	10%
<b>Services and procedures not otherwise listed in this Attachment</b>		
Services listed in the OHP Behavioral Health Fee Schedule	100% of OHP Allowable <sup>3</sup>	10%
Services listed in the OHP Medical-Dental Fee Schedule	100% of OHP Allowable <sup>3</sup>	10%



<b>Services and procedures without an established unit value listed above:</b> PacificSource Health Plans may establish such unit values for purposes of its Maximum Allowable rate determination.	PacificSource Community Solutions Default Fee Allowance <sup>4</sup>	10%
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Note: Payment will be based upon the lesser of the billed amount or PacificSource negotiated rates in effect at the time of service or supplies are rendered or provided as specified above.

1. PacificSource will reimburse based on the rates published as of the date of adjudication.
2. Updates to the schedules noted above shall be updated in accordance with OHP.
3. OHP Behavioral Health Fee Schedule is primary, OHP Medical-Dental Fee Schedule is secondary.
4. PacificSource utilizes industry standard publications and rate methods to supplement codes not established by the above noted methodologies.

## 2.2 Program-Based Reimbursement

Reimbursement for the services and programs defined below will be calculated as a per-member per-month (PMPM) payment based on full CCO (not county-specific) membership eligible for behavioral health benefits. The PMPM payment will be made prospectively based on the rates listed below with retroactive reconciliation as described below completed by Health Plan based on quarterly Provider reports using Health Plan’s reporting template.

Services and Programs	Unit of Measure	\$ per Unit
Youth Fidelity Wraparound Program (inclusive of all services, including those sub-contracted)	Per-Member Per-Month	\$1,100 <sup>1</sup>

1. On or before the 5<sup>th</sup> of the month, Provider shall send an invoice to Health Plan for Children’s Wraparound Care Coordination. The invoice must include members served in the previous month and include the following data:

- Member name
- Member date of birth
- Medicaid ID number

Services and Programs	Unit of Measure	\$ per Unit	Actual Payment Per Unit or PMPM
Professional Supervision for Licensure	Per supervision Session (60/45/30 minute increments), paid quarterly	60 = \$435.55 45 = \$295.89 30 = \$200.65	
Assertive Community Treatment	Per member per month		\$2,262
System Planning and Inter-Agency Coordination	Per member per month		\$0.13
Community Support Services (CSS) Total	Per member per month		\$2.26

<b>Total Program Support</b>			<b>\$2.39</b>
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<b>Allocation of payment for Community Support Services</b>			
Crisis (including Mobile)	Per member per month		\$0.67
Supported Employment-Education	Per member per month		\$0.34
Early Psychosis including EASA	Per member per month		\$0.22
Intensive Children's Services	Per member per month		\$0.12
Other CSS:	Per member per month		\$0.91

<b>Services and Programs</b>	<b>Description, Conditions, and Reporting</b>
Youth Fidelity Wraparound Program	<p>Condition: Fidelity to OHA model</p> <p>Reporting: Monthly enrollment and enrollee encounters. On or before the 5<sup>th</sup> of the month, Provider shall send an invoice to Health Plan. This invoice shall indicate members served in a previous month and include the following data:</p> <ul style="list-style-type: none"> <li>• Member name</li> <li>• Member date of birth</li> <li>• Member identification number</li> </ul> <p>Payment: Health Plan shall verify member eligibility and coverage, prorating the monthly rate should the member have not been eligible for services for the entire month. Provider will submit additional data elements as determined by Health Plan in order to verify the services rendered and member eligibility.</p>
Professional Supervision for Licensure	<p>Description: Registered Associate is defined as individual who has completed education requirements and registered with their respective licensing board as they complete clinical hours for licensure. To qualify for payment, Registered Associates must be employed by Provider and have entered into a board-approved supervisory agreement with a Clinical Supervisor employed by a Provider.</p> <p>Reporting: Provider shall submit supervision log for supervision hours provided to Registered Associates on or before 15 days following quarter's end. Annually (on or before January 15<sup>th</sup>), provider will submit roster of Registered Associates that Provider staff had supervision agreements with in prior year. Provider will include the supervision agreement for each Registered Associate listed.</p> <p>Payment: Payment is calculated by estimating potential revenue lost due to Clinical Supervisor and Registered Associate not being able to bill for psychotherapy services during supervision time. Payment may be recouped if evidence of a supervision agreement between the Registered Associate and Clinical Supervisor is not provided.</p>
Assertive Community Treatment (ACT)	<p>Reporting: Monthly enrollment and enrollee encounters. Provider shall send an invoice to Health Plan n or before the 5<sup>th</sup> of the</p>

Services and Programs	Description, Conditions, and Reporting
	<p>month. This invoice shall indicate members served in a previous month and include the following data:</p> <ul style="list-style-type: none"> <li>• Member name</li> <li>• Member date of birth</li> <li>• Member identification number</li> </ul> <p>Payment: Health Plan shall verify member eligibility and coverage, prorating the monthly rate should the member have not been eligible for services for the entire month. Provider will submit additional data elements as determined by Health Plan in order to verify the services rendered and member eligibility.</p>
Community Support Services (CSS) Total	<p>Reporting: Actual expenditures, enrollment, performance, and outcomes.</p> <p>Payment: Allocation of Program Support payment across CSS may be recalculated during the third quarter of each calendar year based on Provider's prior fiscal year budget and actual financials.</p>

The following codes will be encountered at 100% of OHP fee schedule but not paid because payment is included in the Services and Program payments detailed above:

Services and Programs	Codes
Youth Fidelity Wraparound	H2021, H2022
Fidelity Assertive Community Treatment	H0039
Day Treatment	H0036
Crisis	
Early Psychosis including EASA	
Peer Support Services	H0038
Supported Employment/Education	H2023
Intensive Children's Services	
Additional Community Support Services	G0176, G0177, H0034, H0046, H2010, H2018, H2027, H2032, H2033, T1016

**2.3 Performance Withhold Return Contingent On Quality**

One hundred percent (100%) of any Provider's Performance Withhold return will be paid contingent on the performance of the performance measures defined in this Attachment, some of which are established and measured by the State of Oregon for the entire CCO and will be awarded based on such State of Oregon measurement and State of Oregon final payment for the CCO.

**3.0 SETTLEMENT PARAMETERS.**

**3.1 Settlement Parameters**

The following settlement parameters for this section pertain for OHP members assigned to Provider.

**3.2 Time Period.**

Annual Performance Withhold settlement will occur for the calendar year in the month of August after the close of the contract period ending December 31st. Performance Withhold return will be made to Provider in the month of August after final OHA determinations of QIM revenue determinations.

### **3.3 Performance Withhold Settlement Summary.**

Health Plan shall be responsible for computing, documenting, and reporting to Provider an annual Performance Withhold settlement summary. This report shall be submitted to Provider in the month of August after year-end.

### **3.4 Budget Surplus or Deficit**

For the contract period for the experience of Members assigned to any physical health primary care provider with a risk/incentive model in their agreement with Health Plan, the Health Care Budget will be compared to actual expenses incurred to determine whether a Surplus or Deficit exists.

#### **3.4.1 Value Based Payment.**

Provider will cooperate with Health Plan in complying with OHA requirements for value-based payments in the areas of: Maternity, Hospital, Pediatric, Behavioral Health and Oral Health care. As such, Performance Withhold return may be contingent on a specific array of metrics pertaining to these OHA-required areas as determined by Health Plan and Provider.

#### **3.4.2 Unearned Performance Withhold**

Any Unearned Performance Withhold shall be allocated in the following order:

- 1st Used to contribute to Health Plan's limited margin, consistent with the limitation in the Joint Management Agreement (JMA) between Health Plan and the CCO Health Council.
- 2nd Any remaining Unearned Performance Withhold Payment will be treated as shared savings under the terms of the JMA.

## **4.0 PERFORMANCE MEASURES AND REPORTING.**

### **4.1 Performance Measures**

Any Performance Withhold Distribution to Provider shall be based on the below, with the weight of each performance measure representing the percentage of return to be paid based on achieving the measure.

### **4.2 Performance Reports**

Performance measure reports from Provider shall be submitted using Health Plan's ShareFile site by 11:59pm on the due date stated. Late submissions will incur a 25% penalty on weighted performance withhold value per partial or full week that reporting is submitted after the due date.

#1: Measures TBD

Goal	
Weight	
Reporting	
Target	
Numerator	
Denominator	
<b>#2: Measures TBD</b>	
Goal	
Weight	
Reporting	
Target	
Numerator	
Denominator	

**5.0 GENERAL PROVISIONS.**

**5.1 Requirements**

Provider will cooperate with Health Plan on Health Plan’s CAHPS Improvement Plans.

Provider allow Health Plan to share individual provider performance with CCO Health Councils.

Provider will collaborate with Health Plan to gain consensus through the CCO Health Council on maximizing and distributing Quality Pool funds from OHA.

Provider will collaborate with Health Plan to comply with the OHA Health Plan Quality Metrics Committee (HPQMC), with Health HPlan responsible for describing quality metrics from the HPQMC that will be used.

Provider will collaborate with Health Plan to comply with OHA’s Practitioner Incentive Plan (PIP) reporting.

Provider will cooperate with Health Plan to collaborate on fulfilling any OHA requirements in the increased adoption of Health Information Exchange (HIE), Health Information Technology (HIT), and Electronic Health Record (EHR) technology.

**5.2 Oregon Health Plan/OHA Capitation Administration Regulations**

In the event of (a) new or changing requirements, rules, regulations or guidance related to applicable provider capitation payments made by Health Plan to Provider, and per Health Plan Exhibit L filing and Medical Loss Ratio filings submitted to OHA, and/or (b) Health Plan’s and/or OHA’s interpretation of applicability of such requirements, rules, regulations, or guidance and applicability of Health Plan’s capitation payment methodology with Provider, Health Plan may enact the following:

- A charge commensurate with any OHA recoupment, demand for repayment, charge, tax or fee, to be charged against the CCO Health Care Budget, and/or
- A renegotiation with Provider to revert all payment methodologies entailing Provider capitation, to a fee-for-service payment methodology.

Provider shall cooperate with Health Plan to produce reports for Health Plan and/or OHA that satisfy to Health Plan and OHA discretion, the requirements, rules, regulations or guidance from OHA related to capitation payments.

**5.3 Oregon Health Plan/OHA Possible Premium Revision / MLR-based repayment to OHA**

In the event of a revision of premium levels for OHP members by the State of Oregon/OHA by a net amount deemed by Health Plan to be inconsistent with the reimbursement agreed to in this 2020 Agreement, Health Plan will notify Provider of such inconsistency in writing, and both parties will enter into a renegotiation of 2020 reimbursement rates to achieve consistency with any new Oregon Health Plan/OHA premium levels.

In the event OHA determines Health Plan must pay OHA any sum because the CCO Medical Loss Ratio (MLR), as determined by OHA, does not meet a minimum threshold for the entire population or any benefit-category specific sub populations, PacificSource reserves the right to (a) deduct a pro-rata portion of such repayment from the Health Care Budget in Section 6, or (b) make direct investments to increase the MLR and offset such expenses with the settlement, upon communication with Provider and the CCO Health Council.

**5.4 OHA MLR Reporting.**

This reporting pertains specifically to the Exhibit L Financial Reporting Supplemental SE. Provider shall submit to Health Plan a report for each clinic for the cost time period of January 1 – June 30 by July 31, using a format accepted by the OHA. Provider shall submit to Health Plan a report for each clinic for the cost year January 1 – December 31 by February 28, using a format accepted by the OHA. Provider shall refer to the OHA CCO Contract Forms website at <https://www.oregon.gov/oha/HSD/OHP/pages/cco-contract-forms.aspx> for support. Any changes to reporting requirements set forth by the OHA will supersede the above requirements.

**5.4 Community Health Improvement Plan, Transformation Plan and Health Council Activities.**

Provider will collaborate with Health Plan, the CCO Health Council, and other stakeholders in completing a Community Health Assessment (CHA) and a Community Health Improvement Plan (CHIP), and in carrying out activities to implement the CHIP including any recommendation tied to community access studies. Provider will collaborate with PacificSource, the CCO Health Council, and other stakeholders to carry out the Transformation And Quality Strategies. For purposes of the CHA, CHIP, or Transformation And Quality Strategies, for reporting to the CCO Health Council or any of its subcommittees, or for reporting to OHA, PacificSource may share Provider utilization, membership numbers, and additional performance data. Provider will collaborate with PacificSource and the CCO Health Council to meet Transformation And Quality Strategies requirements and participate in Transformation And Quality Strategy projects.

#### **5.6 Value-Based Payment.**

Provider agrees to participate in Health Plan's Value-Based Payment (VBP) program, consistent with OHA requirements in which an increasing portion of provider payment conforms to the Learning and Action Network (LAN) category 2C or higher, which may entail the following elements.

- Payment based on any of the above methodologies
- Payment Withhold
- Surplus sharing
- Payment models to support care transformation and quality improvement in the following areas:

Hospital Care  
Maternity Care  
Children's Care  
Behavioral Health Care  
Oral Health Care

In collaboration with Provider, PacificSource will share with Provider information pertaining to Health Information Technology (HIT) to support success in effective participation with the VBP program.

### **6.0 MISCELLANIOUS.**

#### **6.1 Defined Terms**

Any terms not otherwise defined herein shall have the meaning set forth in the Participating Provider Agreement.

#### **6.2 Precedence**

Any conflict or inconsistency shall be resolved by giving precedence to this Attachment first then the Participating Provider Agreement.