

POLK COUNTY BOARD OF COMMISSIONERS

DATE: March 27, 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 March 20, 2024
6. APPROVAL OF CONSENT CALENDAR
7. EMERGENCY MANAGEMENT UPDATE – Dean Bender
8. RECLASSIFICATION OF AN EMPLOYEE – Matt Hawkins

CONSENT CALENDAR

- (a) Polk County Contract No. 24-39, FEI Testing & Inspection
(Todd Whitaker, Public Works Director)
- (b) Polk County Contract No. 24-42, Oregon Department of Human Services
(Rosana Warren, Developmental Disabilities)
- (c) Polk County Contract No. 24-43, Oregon Health Authority
(Rosana Warren, Behavioral Health)
- (d) Polk County Contract No. 24-44, Oregon Health Authority
(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 March 20, 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.

The Grand Ronde Sanitary District Board is meeting on March 20, 2024 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.

The Polk County Board of Commissioners will be speaking at the State of the County meeting on Thursday, March 21, 2024 from 5:30PM to 6:30PM, located in the main conference room of the Polk County Courthouse at 850 Main St Dallas, Oregon 97338.

3. COMMENTS

None.

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 March 13, 2024

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF March 13, 2024.

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.

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

- (a) **Polk County Contract No. 24-38, MOA for Mitchell Street/Black Rock Road
(Todd Whitaker, Public Works Director)**

At 9:01 a.m. County Counsel announced that the meeting was recessed to Executive Session pursuant to 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

The executive session ended at 9:46 a.m. and Commissioner Pope adjourned the meeting.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner



To: Commissioner Pope – Board Chair
 Commissioner Mordhorst
 Commissioner Gordon

From: Dean Bender – Polk County Emergency Manager

Date: March 27th, 2024

Subject: Emergency Management Update – Talking Points

Polk County Radio System Status Update

Base Station Replacement	Completed
Mt. Pisgah Tower	Operational
Fairgrounds Tower	Completed
Fairgrounds Microwave Installed	Operational
Subscriber Units – Sheriff’s Office, Public Works. Volunteer Radios,	Received

Digital Conversion Timeline

Notification Letters mailed March 1st to 45 agencies in the region
 Programming of portable radios begins on March 26th
 Programming of mobile units begin on April 2nd
 Digital conversion day will be on April 8th (ish)

Generator Servicing / Status

Annual Services on 11 units	Completed
Generator Repairs on 4 units	Underway
Telemetry Project (\$13~36K) (Still looking for funding)	Quotes Rec.

Ambulance Service Advisory Plan Update -

ASA Assignment Areas (Board Action)	Completed
OR-Alert Project (Hired contractor)	On-Going
2020 Ice Storm Slide (Nesmith Park)	On-Going
2024 Winter Storm IDA Collection (\$210k)	Completed
Emergency Management Program Grant (EMPG) Funding Formula	On-going
Sandbagging Machine Arrived	On-going
EOC Audio System Expansion / Recording System	Underway

2022 SHSP Grants Awarded

Phase IIIA – Base Station (\$48,999)	Completed
Phase IIIB – Base Station (\$42,150)	Completed
Phase 2 Fire Multi-Band Mobile Radio	\$68,000 in process
Mt. Pisgah Site (Generator)	Completed

2023 SHSP Grants Awards

Phase 3 Final Phase Fire Multi-Band Mobile Radio	\$66,000 in process
Fairgrounds Comms Shelter (Allocation Grant)	In process
Fairgrounds Comms Shelter (Competitive)	In Process

2022 SPIRE Grant – (Equipment Grant)

Sand Bagging Machine (Polk County EM)	Awarded – Received
Fuel Trailer (SW Polk)	Awarded – Received
Fuel Trailer (City of Dallas)	Awarded – Received
Mobile Generator (Grand Ronde Sanitation District)	Awarded – Received

2021 SHSP Re-Allocation Funds – Due March 31st (\$90k – statewide)

Re-programming Radios Project – Proposal being written now.

Other Items

Hazard Mitigation Plan Update 2024	Led by Comm Dev.
EOP Re-Promulgate (Required) 2024	Emergency Manage.



MEMORANDUM

TO: Board of Commissioners
FROM: Matt Hawkins, Admin. Services Director
DATE: March 20, 2024
SUBJECT: Reclassification of a Laborer

Wednesday – March 27, 2024 (5 minutes)

RECOMMENDATION:

The Board of Commissioners approve the reclassification of a Laborer.

ISSUE:

Shall the Board approve the reclassifications?

DISCUSSION:

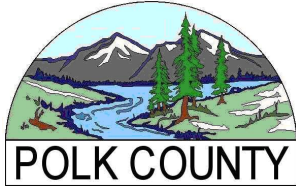
It is recommended that Mitch Feldman be reclassified from a Laborer to a Road Maintenance Worker in the Public Works Department. Todd Whittaker has requested this reclassification due to Mitch's time on the job and a good job performance as a Laborer. It is common for a Laborer to be reclassified, after two years of experience, to a Road Maintenance Worker. Mitch has met this obligation and performed well for the Public Works Department.

Mitch is currently at step 3 of the Laborer position which is \$3,898. If the reclassification is approved, he will move to step 1 of the Road Maintenance Worker position which is \$4,150.

Should the reclassification be approved it would be effective April 1, 2024.

FISCAL IMPACT:

This reclassification will have an impact on the budget for FY 23-24 of approximately \$4,000 including PERS contribution should it be for 12 months.



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: _____

**PERSONAL SERVICES CONTRACT
POLK COUNTY PUBLIC WORKS**

This contract is made and entered into by and between Polk County, herein known as Agency and the below named firm, herein referred to as Contractor.

Contractor Name: FEI Testing & Inspection, Inc.

Address: 750 NW Cornell Ave.
Corvallis, OR 97330

Phone: 541-757-7698

Email: officeadmin@feitesting.com

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties above-mentioned, for and in consideration of the mutual covenants stated as follows:

1.0 Contract duration. The duration of this Agreement is effective when signed by Contractor and County and shall expire five (5) years after the date last signed on this agreement, unless terminated prior to the expiration date.

2.0 Contractor's services. The scope of services, deliver schedule and compensation are described in Attachment "A", attached hereto and by this reference incorporated into this Agreement.

3.0 Assignment. Neither party shall assign, sublet or transfer any interest in or duty under this agreement without the written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented.

4.0 Laws and regulations. Polk County and Contractor agree to comply with the ordinances and regulations of Polk County; applicable provisions in any contract between Polk County and the State of Oregon relating to the services to be provided under this Agreement by the Contractor; and all provisions of Federal and State law, rules and regulations relating to Contractor's performance of services under this Agreement.

In the case of an act or duty of Polk County, imposed upon Polk County by the State of Oregon, which, by the nature of this Agreement, Polk County determines to be within the scope of this Agreement and is to be performed by Contractor. Contractor shall perform such act or duty on behalf of Polk County.

5.0 Conflict of interest. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

6.0 Monitoring. Contractor agrees that time slips and billings that pertain to services under this Agreement shall be open for inspection by Polk County's agents at any reasonable time during business hours. All hearings records and exhibits, time slips and billings shall be provided promptly after a decision is rendered.

7.0 Payments/Consideration. Polk County shall pay Contractor pursuant to the terms and conditions stated in Attachment "A" attached hereto and by this reference incorporated into this Agreement.

8.0 Withholding payments; liquidated damages. Notwithstanding any other payment provision of this Agreement, if contractor fails to submit required reports when due, or fails to perform or document the performance of contracted services, Polk County may immediately withhold payments under this Agreement.

9.0 Insurance. Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering activities and operations of Contractor. No work will be allowed until an insurance certificate naming Polk County and its agents as an additional insured has been received by Polk County. Such liability insurance, whatever the form, shall not be less than the limits of public body tort liability specified in ORS 30.272 with a provision for increased coverage as such limits are increased by legislative action.

10.0 Termination. All or part of this Agreement may be terminated by mutual consent of both parties, or by either party at any time for convenience after 30 days notice in writing. Polk County may terminate all or part of this Agreement for any one or more of the reasons specified below:

10.1 After 10 days notice, if funding to Polk County from Federal, State or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. Polk County will give more notice whenever possible.

10.2 After 30 days notice, if Federal or State regulations are changed in such a way that services no longer are allowable under this Agreement.

10.3 Immediately, on notice of denial, revocation or non-renewal of any letter of approval, license or certificate required by law, rule or regulation to be held by Contractor to provide a service under this Agreement.

10.4 Immediately, if Contractor fails to provide services, or fails to meet any performance standard as specified by Polk County in this Agreement (or subsequent modifications of this Agreement) within the time therein specified, or any extensions thereof.

10.5 Immediately, if Polk County has evidence that Contractor has endangered or is endangering the health and safety of clients, residents, staff or the public.

10.6 Immediately, upon failure of Contractor to comply with the provisions of this Agreement and all applicable Federal, State and local laws, rules and regulations.

10.7 Termination, or the withholding of payments or reduction of obligation under Section 6.0, shall be without prejudice to any other obligation or liability of either party accrued prior thereto.

11.0 Independent contractor. Contractor is engaged as an Independent Contractor.

11.1 Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

11.2 This Agreement is not intended to entitle Contractor to any benefits generally granted to Polk County employees. By way of illustration, but without limitation, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation or retirement benefits.

11.3 Contractor is an Independent Contractor for purposes of the Workers' Compensation Law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor shall qualify and remain qualified for the term of this Agreement as an insured employer under ORS 656.407. If Contractor performs this Agreement without the assistance of any other person, Contractor shall execute a Joint Declaration with Polk County's Workers' Compensation carrier absolving Polk County of any and all liability as provided in ORS 656.029.

12.0 Delegation and reports. Contractor shall not delegate the responsibility for providing services under this Agreement to any other individual or agency except as expressly approved by Polk County, and shall provide Polk County with periodic reports at the frequency and with the information required by Polk County.

13.0 Constraints. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, Oregon Constitution, and is contingent upon funds being available and appropriated therefor. Any provisions in this Agreement which would conflict with law are deemed inoperative to that extent. It is understood by both parties that no commitments have been or are made by either party beyond the end of this Agreement.

14.0 Hold harmless. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all of its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. Contractor is responsible for injury to persons or property caused directly or indirectly by reason of activities by Contractor, its subcontractor or the employees of either, in the performance of this Agreement. Contractor further agrees to indemnify, save harmless and defend Polk County, its officers, agents and employees from and against all claims, suits, actions, damages, costs, attorneys fees, losses and expenses in any manner resulting from, arising out of, or connected with any such damage and/or injury that may be asserted by any person or entity in connection with the performance of work described in this contract, except liability arising out of the sole negligence of the County and its employees. Such indemnification shall also cover claims brought against Polk County under state or federal workers compensation laws. If any aspect of this indemnity provision shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this provision.

15.0 Settlement of disputes. Differences between a Contractor and Polk County, or between Contractors, will be resolved when possible at appropriate management levels. The Polk County Board of Commissioners has ultimate responsibility and authority for resolution of disagreements not resolved at management levels.

16.0 Non-discrimination. Contractor agrees that no person, on grounds of race, color, creed, national origin, sex, marital status or age, will suffer discrimination in the performance of this Agreement when employed by Contractor.

17.0 Attorney fees. If an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any terms of this Agreement, each party is responsible for its own attorney's fees, expenses, costs and disbursements for the action, suit, proceeding or appeal.

18.0 Disputes. All disputes, and all claims for alleged breach of contract shall, within ten days of the commencement of dispute, be presented in writing to Polk County for decision; but in the meanwhile, Contractor shall proceed with the work as directed, unless directed otherwise by the County.

18.1 Contractor shall submit in detail the claim and proof thereof. Polk County, with reasonable promptness, shall render its decision to the Contractor in writing.

18.2 If Contractor does not agree with any decision of Polk County, Contractor shall except that decision from the final release.

18.3 If Contractor has (1) given notice of any dispute within the limit stated above; (2) taken exception to Polk County's decision in the release; and (3) brought suit by way of Arbitration Proceeding pursuant to ORS 36.300 through 36.365 within 120 days after receipt of final payment under this contract or within six months of a written request by Polk County that Contractor submit a final voucher and release, whichever time is the lesser; then Polk County's decision shall not be final and conclusive but the dispute shall be tried in arbitration on its merits. If the above conditions precedent have not been met, Contractor agrees that his noncompliance with the conditions precedent constitutes a waiver of right to assert a claim.

19.0 Captions. The headings or captions in this Agreement are solely for convenience of the reader, and do not have legal effect.

20.0 Choice of law. This Agreement shall be governed by the laws of the State of Oregon.

21.0 Venue. Venue relating to this Agreement shall be in the district or circuit courts of the State of Oregon for Polk County, located in Dallas, Oregon.

22.0 Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

23.0 Terms required by law:

23.1 Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

23.2 Contractor shall not permit any lien or claim to be filed or prosecuted against the county on account of any labor or material furnished.

23.3 Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

23.4 Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services

23.5 The parties to this contract agree that they are compliant with ORS chapter 656 (Workers Compensation)

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY HIS SIGNATURE BELOW, HEREBY ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DATED this 28th day of February, 2024.

FEI Testing & Inspection, Inc.

Contractor

93-1292224

Tax I.D. Number

Approved by the Polk County Board of Commissioners at the regular meeting on the _____ day of _____, 20____.

Approved as to Form:

POLK COUNTY BOARD OF COMMISSIONERS

County Counsel

Chairman

INDEPENDENT CONTRACTOR SCOPE OF SERVICES

- 1.0 **Contractor's Services.** Contractor shall perform the necessary services as required and directed by the Agency. Services shall be performed in accordance with a schedule approved by Agency below. Contractor agrees to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor to perform these services, unless specifically enumerated

- 2.0 **Task/Compensation Schedule.** The following schedule shows summary information for each Task Order. Refer to the individual Task Order(s) (attached) for specific information on the scope, schedule and compensation.

No.	TASK (specify or attach work schedule)	Task Order Amount	Eff. Date
1	Miscellaneous On-Call Testing & Inspection Service	NTE \$150k	03-2024

- 3.0 Agency shall make payment monthly upon written progress reports acceptable to Agency. Invoices and progress report shall be sent to the Public Works Director.

TASK ORDER-1

This is Task Order No. **1**, consisting of one page, referred to in and part of the **Personal Services Contract** No. _____, between **Polk County** (AGENCY) and **FEI Testing & Inspection, Inc.** (CONTRACTOR).

SCOPE OF SERVICES

The general Scope of Services to be provided by Contractor is to provide miscellaneous on call "engineering or consulting" services as requested by Agency.

SCHEDULE FOR PROVIDING SERVICES

The anticipated schedule for providing the Scope of Services shall be as mutually agreed by both Agency and Contractor at the time services are requested.

COMPENSATION

Compensation shall be hourly at the rates stipulated in the attached rate sheet.

Approved project expenses incurred by Contractor will be reimbursed at actual cost. This Task Order is to be invoiced separately from other task orders.

The Agency and Contractor hereto have made and executed this Task Order on the day and year last written below.

Approved for Contractor

Accepted for Agency

By Rachel Ray

By _____

Title President

Title _____

Date 02-28-2024

Date _____

Schedule of Charges 2024

While other firms charge for the equipment, accounting, overhead and report review time separately, FEI includes those costs in our hourly rates for each inspection/testing scope.

Soil/AC Technician (field density testing)	\$80.00/hour
ICC Special Inspector (reinforcing steel, concrete, masonry)	\$75.00/hour
ICC Special Inspector (epoxy/wedge anchor)	\$75.00/hour
ICC Special Inspector (steel - shop and field)	\$90.00/hour
ICC Special Inspector (steel - high-strength bolts)	\$90.00/hour
NDE Technician	\$100.00/hour
Project Manager	\$115.00/hour
Clerical	\$58.00/hour
Mileage	Federal Rate
Concrete Compressive Strength Cylinders	\$25.00 each
Concrete Compressive Strength Cylinders (cast by others)	\$42.00 each
Moisture/Density Curve	\$240.00 each*
Oversize Correction	\$85.00 each*

*Any additional time required to prepare or blend highly plastic clays or soils containing a large amount of oversize material will be billed at the laboratory technician rate.

- Notes:**
1. Premium time (daily accrued hours over 8, work requested before 7:30 a.m. and after 4:00 p.m. and Saturdays will be billed at the above rate plus 50%. Work requested on FEI-observed holidays or Sundays will be billed at the above rate plus 100%. If requested, laboratory 'rush fee' or laboratory technician premium time will be charged only if approved by client representative. 'Normal work hours' may be modified to accommodate special projects, if agreed upon by FEI and client prior to commencing work.
 2. Project expenses and subcontractors' fees will be billed at direct cost plus 15%.
 3. There is a three-hour minimum charge for all on-site inspections/testing services. Time and mileage will be billed from FEI's office to the project site and return.
 4. Project invoices must be paid in full prior to issuance of a final report.
 5. Projects consisting of only one site visit will be assessed a minimum project charge of \$375, or actual time and expenses (whichever is greater).



CONTRACT REVIEW SHEET

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

Department: HS: Developmental Disabilities Consent Calendar Date: March 20, 2024

Contractor Name: Oregon Department of Human Services

Address: 500 Summer St NE, E-09

City, State, Zip: Salem, OR 97301

Effective Dates - From: April 01, 2024 Through: February 28, 2025

Contract Amount: \$181,391.50

Background:

The County receives funds from the DHS/OHA to provide Developmental Disability services to residents of the County by way of a grant. This is an amendment to contract 180113, the initial award from the State. The grant award may be modified from time-to-time throughout the fiscal year to reflect changes to funds and/or programs that are made a part of the grant.

Discussion:

Amendment 1 awards funds for the continuation of the ARPA Innovative Infrastructure Grant due to the post pandemic shortages on DD workforce. This funding will support the current staff level of two DD case manager positions and some marketing materials to support DD services to continue without interruption.

Fiscal Impact:

The total amount for this amendment is \$181,391.50 for FY 24-25. The awarded amount for this amendment is the remaining amount of the original \$362,783 funding award.

Recommendation:

It is recommended that Polk County sign this first amendment with the Oregon Department of Human Services.

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: _____



Agreement Number 180113
OregonBuys PO # 10000-00025425
eXPRS Contract Number 157838

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

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

This is amendment number **01** to Agreement Number **180113** and **PO-10000-00025425** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS,**” and

**Polk County
182 SW Academy, Room 204
Dallas, Oregon 97338
Attention: Noelle Carroll, Amanda Stephens
Telephone: (503) 831-5969
E-mail address: carroll.noelle@co.polk.or.us, stephens.amanda@co.polk.or.us**

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

1. This amendment shall become effective on the last date all required signatures below have been obtained.
2. Section 2 “Agreement Documents, Order of Precedence” is amended to include an additional Exhibit: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - a. **Section 2, “Agreement Documents, Order of Precedence.”**, is hereby amended as follows:
 - a. This Agreement includes the following listed exhibits and attachments which are incorporated into this Agreement:

Exhibit A:	Definitions
Exhibit B Part 1:	Operations and Administration Terms and Conditions;

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

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

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of the documents comprising this Agreement is as follows, the documents being listed from highest precedence to lowest precedence.
- (1) This Agreement without exhibits;
 - (2) Exhibit F: Federal Terms and Conditions;
 - (3) Exhibit H Part 1: Privacy and Security Agreement;
 - (4) Exhibit H Part 2: Third Party Information System Access Request;
 - (5) Exhibit E: Standard Terms and Conditions;
 - (6) Exhibit A: Definitions;
 - (7) Exhibit B Part 1: Operations and Administration Terms and Conditions;
 - (8) Exhibit B Part 2: Service Element Standards and Procedures;
 - (9) Exhibit B Part 3: Financial Terms and Conditions;
 - (10) Exhibit C: Special Terms and Conditions;
 - (11) Exhibit D: General Terms and Conditions;
 - (12) Exhibit I: ARPA Innovative Infrastructure Funding**
 - (13) Exhibit G Part 1: Required Subcontractor Provisions;
 - (14) Exhibit G Part 2: Subcontractor Insurance Requirements;
 - (15) Attachment #1: Days and Hours of Operation;
 - (16) Attachment #2: Subcontractor Disclosures Report.
- c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit B Part 2.

3. For Services provided on and after the effective date of this amendment, **Exhibit I, ARPA Innovative Infrastructure Funding**, is hereby added, as set forth in **Exhibit I, ARPA Innovative Infrastructure Funding**, attached hereto and incorporated herein by this reference.
4. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
5. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the undersigned hereby certifies under penalty of perjury that:
 - a. County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County;
 - b. The information shown in Section 5.a. “County Information” of the original Agreement, as amended is County’s true, accurate and correct information;
 - c. To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - d. County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - e. County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/SAM>;
 - f. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding.

- g. County's Federal Employer Identification Number (FEIN) provided to ODHS is true and accurate. If this information changes, County shall provide ODHS with the new FEIN within 10 days.

6. Signatures.

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

Polk County

By:

Authorized Signature

Printed Name

Title

Date

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

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved via email by Jeffrey Grant, AAG on 02/23/2024.

Oregon Department of Justice

Date

Exhibit I
ARPA Innovative Infrastructure Funding

1. Background.

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

Specific duties include improving, increasing, and expanding access to Individuals with Developmental Disabilities (“I/DD”) services for Individuals.

2. Program Description.

This is the second phase of funding for the ARPA CME Innovative Infrastructure grants originally awarded in September 2022.

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

- a. Hire limited duration staff to increase partnerships to better support Individuals and their families in navigating the ODDS system and accessing local resources to fill the role as Resource Navigator, whose responsibilities include, but are not limited to, the following activities:
 - i. Identify and engage in building partnerships with local Providers, with focus on increasing partner networking and collaboration;
 - ii. Develop resource guide for orienting Individuals and their families on the service system and how to access available resources; and
 - iii. Develop document showcasing local CMEs for Individuals and their families to make informed decision on selecting services.

- b. Hire limited duration staff for Provider recruitment, training and onboarding to fill the role as Provider Specialist, whose responsibilities include, but are not limited to, the following activities:
 - i. Develop and deliver new Provider orientation and onboarding;
 - ii. Coordinate trainings for I/DD Providers to understand roles and responsibilities;
 - iii. Deliver Provider trainings on receiving referrals, placement matching and accessing resources to best meet Individual needs;
 - iv. Develop tools and resources for Providers to use in documenting service delivery; and
 - v. Provide technical assistance to Providers as needed.

- c. Requirement. For the purposes of this amendment outlined under Exhibit I and in addition to any other requirements imposed by this Agreement, CDDP shall return

to ODDS any unspent funds at the time of final reporting through an accounts receivable request that will be sent from ODDS.

- d. In addition to any other limitations imposed by this Agreement, CDDP shall not:
 - i. Supplant existing funding and services that can be billed to Medicaid or other insurance.
 - ii. Use funds to pay for:
 - 1) Rent or subsidize direct housing,
 - 2) Capital expenses, or
 - 3) Wage increases, outside of hiring limited duration staff as outlined in this Exhibit I.2.
3. **Reporting.** In addition to any other reporting requirements imposed by this Agreement:
- i. CDDP shall submit a **Summary Report** no later than September 30, 2024, unless otherwise mutually agreed upon in writing prior to due date. The report shall include at minimum, but is not limited to:
 - 1) Progress to date on expectations
 - a) Number of Providers identified and engaged in building partnerships.
 - b) Number of Individuals and families who received the resource guide or orientation to service system and how to access resources.
 - c) Number of Individuals and families who received the document that showcases local CMEs.
 - d) Number of Providers trained on receiving referrals, placement matching to best meet Individual needs.
 - 2) A detailed list of expenditures to date; and
 - 3) All materials developed to date in electronic format, if any.
 - ii. CDDP shall submit a **Final Report** no later than March 1, 2025, unless otherwise mutually agreed upon in writing prior to due date. The report shall include at minimum, but is not limited to:
 - 1) Progress to date on expectations
 - a) Number of Providers identified and engaged in building partnerships.
 - b) Number of Individuals and families who received the resource guide or orientation to service system and how to access resources.
 - c) Number of Individuals and families who received the document that showcases local CMEs.
 - d) Number of Providers trained on receiving referrals, placement matching to best meet Individual needs.
 - 2) A detailed list of expenditures to date; and
 - 3) All materials developed to date in electronic format, if any.
 - iii. All reporting must be submitted to ODDSARPA.funding@odhsoha.oregon.gov.
 - iv. ODDS reserves the right to recover all or partial funding awarded under this Agreement in the manner outlined in Exhibit B, Part 3, if reporting is not submitted by the due date or it is discovered that funding was not expended

properly upon ODDS’s review of reports. Failure to submit required reports and improper expenditure of funds will be considered when evaluating eligibility for future funding.

- v. CDDP must comply with all terms and conditions of this Agreement including but not limited to Exhibit B, Part 2, “Service Element Standards and Procedures”, Section 9, “Special Projects” as amended.
- vi. The reporting requirements set forth in this section, and the right to recover funding if the report is not submitted by the due date or if funding was not expended properly, shall survive the expiration or termination of this Agreement.

4. Payment Provisions.

- a. The maximum not to exceed amount for Work completed under this Exhibit I is **\$181,391.50**.
- b. CDDP must submit an invoice to CAU.Invoice@odhsoha.oregon.gov to receive payments.
- c. Payments will be made within 45 days of receipt of ODDS receipt of accurate invoice in accordance with ORS 293.462.
- d. Payments will be made to CDDP as outlined in Exhibit B, Part 2, “Service Element Standards and Procedures”, Section 9, “Special Projects” as amended.
- e. CDDP invoice and reporting schedule:

Deliverable	Time	Amount
Invoice	Upon execution of amendment of Exhibit I	\$181,391.50
Summary Report	September 30, 2024	
Final Report	March 1, 2025	
TOTAL		\$181,391.50

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



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 3558
Department: Health Services: Behavioral Health Consent Calendar Date: March 20, 2024
Contractor Name: Oregon Health Authority - Health Systems, Behavioral Health Workforce
Address: 500 Summer Street SE
City, State, Zip: Salem, OR 97301
Effective Dates - From: July 01, 2024 Through: June 30, 2025
Contract Amount: \$0

Background:

The County received funding from OHA as part of the award for the BH Workforce Incentives Grant to improve the recruitment and retention of Behavioral Health care providers, as well as provide supervised clinical experiences to County employees newly entering and/or those seeking to obtain licensure in the BH field. This is the first amendment to IGA 180156 (No. 23-148). This grant award may be modified from time-to-time throughout the fiscal year to reflect changes to funds and/or programs that are made a part of the grant.

Discussion:

Amendment 1 extends the funding period/term dates to 06/30/25 for the continuation of the BH Workforce Incentives Grant due to the post pandemic shortages on the BH workforce. There are no other changes to the agreement, other than allowing for additional time to expend award.

Fiscal Impact:

This is a no cost amendment and the total for this agreement remains the same with an NTE of \$517,426.00 for fiscal years 2023-25. The Behavioral Health budget was prepared in anticipation of this funding.

Recommendation:

It is recommended that Polk County sign Amendment 1 to IGA 180156 with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

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

**Grant Agreement Number 180156****AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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

This is amendment number **01** to Grant Agreement Number **180156** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “**OHA**,” and

Polk County
Acting by and through its Behavioral Health Program
850 Main Street
Dallas, OR 97338
Attention: Tami Stump
Telephone: (503) 623-9289
E-mail address: Stump.Tami@co.polk.or.us

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

- 1.** This amendment shall become effective on the last date all required signatures in Section 6., below have been obtained.
- 2.** The Agreement is hereby amended as follows:
 - a.** Section 1 “Effective Date and Duration” is hereby amended to change the expiration date from **June 30, 2024** to **June 30, 2025**.
 - b.** Exhibit A Part 2 “Payment and Financial Reporting” Section 1 only to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

Expenditure of Grant Funds and reporting for the period beginning June 5, 2021 through ~~June 30, 2024~~. **June 30, 2025**

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
 - a. Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient 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. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;
 - b. The information shown in Section 5.a. “Recipient Information” of the original Agreement, as amended is Recipient’s true, accurate and correct information;
 - c. To the best of the undersigned’s knowledge, 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;
 - d. Recipient and Recipient’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - e. Recipient is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/SAM>;
 - f. Recipient is not subject to backup withholding because:
 - (1) Recipient is exempt from backup withholding;
 - (2) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
 - c. Recipient’s Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to OHA is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN or SSN within 10 days.

5. Recipient Information. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: hs.contracts@co.polk.or.us

Telephone: _____ Fax: _____

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

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

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

6. Signatures.

7.

**Polk County
Acting by and through its Behavioral Health Program**

By:

_____	HS Contract
Authorized Signature	Printed Name
_____	_____
Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

_____	_____
Not required per OAR 137-045-0030(1)(a)	Date
Oregon Department of Justice	



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 3558
Department: Health Services: Behavioral Health Consent Calendar Date: March 20, 2024
Contractor Name: Oregon Health Authority
Address: 500 Summer Street NE, E86
City, State, Zip: Salem, OR 97301-1118
Effective Dates - From: January 01, 2024 Through: June 30, 2025
Contract Amount: \$40,116.27

Background:

The Oregon Health Authority has provided funding to the Intoxicated Driver Program Fund (IDPF) traditionally through the financing of Community Mental Health, Addiction Treatment, Recovery & Prevention and Problem Gambling services CFAA. This contract is a stand alone award from the state as IGA 030054 specifically for IDPF services. This award may be modified from time-to-time throughout the calendar year to reflect changes to funding and/or the program requirements that are made a part of this grant.

Discussion:

This Agreement is the stand alone funding award for the the Intoxicated Driver Program Fund (IDPF), also known as the Driving Under the Influence of Intoxicants (DUII) or Minor in Possession (MIP) program services for the next 18 months, as the state moves to have contracts following the fiscal year. This is a continuation of the services we have been providing and no significant changes to expectations have occurred.

Fiscal Impact:

The amount awarded for this agreement is \$13,372.09 for the first six months of 2024 (FY 24) and \$26,744.18 for the following 12 months (FY 25) for a total award amount of \$40,116.27. These funds will be paid on a Fee For Services basis at the current OHA approved service rates.

Recommendation:

It is recommended that Polk County sign IGA 030054 with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

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



Agreement Number PO-44300-00030054

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

**Polk County Behavioral Health
182 SW Academy Street, Suite 33
Dallas, Oregon 97338
Attention: Noelle Carroll, Psy.D.
Telephone: 503-831-1726
E-mail address: carroll.noelle@co.polk.or.us**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to OHA's

**Health Systems
BH Addiction Services Programs
500 Summer Street NE, E86
Salem, OR 97301-1118
Contract Administrator: Mack Vohs or delegate
Telephone: (503) 510-9195
E-mail address: mack.e.vohs@oha.oregon.gov**

1. Effective Date and Duration.

This Agreement, when fully executed, shall become effective on **January 1, 2024**, regardless of the date it is actually signed by all parties, per the authority under OAR 125-247-0288(2)(b). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2025**. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by County that has not been cured.

2. Agreement Documents.

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

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

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

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

c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. Consideration.

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is set forth in “**Exhibit E, Financial Pages**” OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Contractor or Subrecipient Determination.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, OHA’s determination is that:

- County is a subrecipient County is a contractor Not applicable

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

5. County Information and Certification.

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

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: _____ Fax: _____

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

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

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

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

at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (7) County's Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County shall provide OHA with the new FEIN within 10 days.

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

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

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

Polk County Behavioral Health

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(a)	_____
Oregon Department of Justice	Date

EXHIBIT A

Part 1 Statement of Work

1. **Purpose:** County shall provide services for Alcohol and drug abuse, adult residential treatment and problem gambling services as described below. OHA requires that the County meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
2. **Services to be provided by Contractor shall include:** Where referenced in this Contract, “Contract Settlement” means OHA’s reconciliation of amounts OHA actually disbursed to the county against amounts that OHA is obligated to pay the county for services provided under this Contract. Contract Settlement can occur following the end of a biennial period, upon termination or expiration of this Contract. The county Shall provide the following:
 - a. Service Name: **INTOXICATED DRIVER PROGRAM FUND (IDPF)**

Service ID Code: **A&D 65**

(1) Service Description

The Intoxicated Driver Program Fund (IDPF) supports the delivery of:

- (a) Eligible Services to individuals who have been adjudicated in an Oregon court for Driving Under the Influence of Intoxicants (DUII) or Minor in Possession (MIP); and
- (b) Special Services provided for individuals adjudicated for DUII.
- (c) Definitions
 - i. “Eligible Individual” means an Oregon resident who:
 - A. Has a household income below 225% of the US Federal Poverty Guidelines as they are periodically updated at: <https://aspe.hhs.gov/poverty-guidelines>; and
 - B. Is not eligible for Medicaid or is underinsured.
 - ii. “Information programs” means educational services for Individuals who have been adjudicated for an MIP, and do not meet diagnostic criteria for a substance use disorder.
 - iii. “Treatment” means medically necessary and appropriate services for Individuals who meet diagnostic criteria for a current substance use disorder.
 - iv. “Underinsured” means a household with out-of-pocket medical expenses greater than 5% of the household’s annual income.

- v. “Veteran” means an individual who has served in the Armed Forces or who the Veterans Administration has determined to be eligible for Veterans Administration benefits.

(2) Performance Requirements

- (a)** Providers of Services paid through this Contract must have a current Certificate and accompanying letter issued by OHA in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (b)** DUII services providers paid through this Contract must meet and comply with the program standards set forth in OAR 309-019-0195, as such rules may be revised from time to time.
- (c)** Providers of Services paid through this Contract must include sufficient information in the Individual’s service record to document eligibility in the event of an audit. Examples include but are not limited to:
 - i.** Proof of income.
 - ii.** Proof of household size.
 - iii.** Medicaid eligibility denial documentation.
 - iv.** Out-of-pocket medical expenses documentation.
- (d)** Eligible Services are limited to:
 - i.** Providing treatment for Eligible Individuals who enter diversion agreements for DUII under ORS 813.200; or
 - ii.** Providing treatment for Eligible Individuals convicted of DUII as required under ORS 813.021; or
 - iii.** Providing treatment or information programs for Eligible Individuals convicted of MIP as required under ORS 471.432; or
 - iv.** Providing DUII Education services as outlined in OAR 309-019-0195 for veterans regardless of whether they are an Eligible Individual or not.
- (e)** Special Services paid through this Contract are for Individuals who enter a diversion agreement for or are convicted of DUII whether they are an Eligible Individual or not. Special Services are limited to:
 - i.** Services required to enable an Individual with a disability to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200; or
 - ii.** Services required to enable an Individual whose proficiency in the use of English is limited because of the person’s national origin to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200.

- iii. Services may only be due to the Individual's disability or limited proficiency in the use of English.
- (f) OHA will follow the Behavioral Health Fee Schedule in making payments for Eligible Services including fee-for-service reimbursement for interpreter services. The Behavioral Health Fee Schedule is available at: <https://www.oregon.gov/oha/HSD/OHP/Pages/Fee-Schedule.aspx>. At no time will OHA provide payments above the Behavioral Health Fee Schedule for Eligible Services.
- (g) DUII Education services for veterans will be reimbursed at the equivalent fee-for-service reimbursement rate using the Behavioral Health Fee Schedule.
- (h) For Special Services, OHA will make payments based on the Contractor's actual cost up to \$500 per Individual. To receive payment for Special Services costs exceeding \$500 per Individual, Contractor must obtain OHA's approval of the Special Services prior to incurring such costs.

(3) Reporting Requirements

All Individuals receiving A&D 65 Services with payments made through this Contract must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <https://www.oregon.gov/oha/hsd/amh/pages/reporting-requirements.aspx>, and the Who Reports in MOTS Policy, as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (a) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- (b) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

- (c) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
- (d) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

(4) **Special Reporting Requirements**

None

(5) **Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

OHA provides payments for A&D 65 Services through Part C payments. The payment type is identified in Exhibit E, “Financial Pages,” on lines in which column “Part ABC,” contains an “A” for Part A payment and a “C” for Part C payment. OHA provides payment for A&D 65 Services through Part A payments for non-Medicaid-eligible Services. Contractor and Service Providers shall maintain compliance with OAR 410-172-0600 through 0860 Medicaid Payment for Behavioral Health, and OAR 943-120-0310 through 0320 Provider Enrollment Services.

Payments provided to Contractor or Service Providers are subject to the following:

- (a) OHA shall not authorize in aggregate, under this “Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures” section, payments requested for A&D 65 Services in excess of the contractual Not-to-Exceed amount. “Total aggregate payments” means the total of all payments authorized in Exhibit E, “Financial Pages.” The monthly payment will be prorated for any month in which the Individual does not receive A&D 65 Services for a portion of the month.

Payments received by the Contractor or Service Provider from an Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third-Party Resource (TPR) in support of Individual’s care and Services, in addition to payments received under this Contract for the same Service, during the same time period or date of Service for the same Individual, must be returned to OHA unless TPR payment received are used to provide additional Service – increasing capacity – under the same Service Element for which payment from OHA and

TPR was received.

- (b) Contractor must make reasonable efforts to obtain payment first from other resources consistent with OAR 410-120-1280. Contractor is obligated to report to OHA, by email at hsd.contracts@odhsoha.oregon.gov, any TPR payments received, no later than 30 calendar days following expiration of this Contract. The following information shall be provided:
- i. OHA Contract name and number;
 - ii. Client name and date of birth;
 - iii. Service for which payment was received;
 - iv. Date of service covered by payment;
 - v. Date of TPR payment received by Contractor or Service Provider; and
 - vi. Amount of payment.
- (c) Contractor is not entitled to payment in combination with Medicaid payments for the same Service, during the same time period or date of Services for the same Individual;
- (d) OHA is not obligated to provide payments for any A&D 65 Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections of this Contract or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Contract, termination of OHA’s obligation to provide payment for A&D 65 Services, or termination of Contractor’s obligation to include the Program Area in which A&D 65 Services fall.
- (e) **Part C Payments:**

Part C payments are calculated and applied as follows:

Unless a different payment method is specified in that line of Exhibit E, “Financial Pages,” OHA will provide the Part C payments for A&D 65 Services provided under a particular line of the Financial Pages containing a “C” in column “Part ABC” to Contractor per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Pages. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month or quarter, and must be submitted to hsd.contracts@odhsoha.oregon.gov with the subject line “Invoice, contract # (your contract number), contractor name.” Payments provided by OHA shall be subject to the limitations described in this A&D 65 Service Description and Contract.

- i. For A&D 65 Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid

but are medically appropriate, Contractor shall attach a copy of the Plan of Care (POC) and Coordinated Care Organization (CCO) refusal of payments for the item or A&D 65 Service. OHA will provide payment at the Medicaid Fee Schedule rate. At no time will OHA provide payment above the Medicaid Fee Schedule rate for A&D 65 Services.

- ii. For A&D 65 Services to non-Medicaid-eligible Individuals, Contractor shall attach a copy of the bill or receipt, for the item or A&D 65 Service, to a combined monthly invoice, itemized by Individual.

(f) Confirmation of Performance and Reporting Requirements:

Contractor shall be required to demonstrate through the data properly reported, in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections, the qualifying Services to which these A&D 65 Services can be attributed, how payments provided for A&D 65 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of the A&D 65 Service Description, and that Contractor shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which these A&D 65 Services fall and subject to the terms and limitations in this Contract.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Payment Provisions.

- a. OHA agrees to pay the county for accomplishing the Work required by this Contract as described in Exhibit A, PART 1, “Statement of Work” and Exhibit E, “Financial Pages.”
- b. The county shall electronically submit all invoices to OHA’s Contract Administrator at: HSD.Contracts@odhsoha.oregon.gov , or to any other address as OHA may indicate in writing to Contractor. Contractor’s claims to OHA for overdue payments on invoices are subject to ORS 293.462.
- c. The county shall revise and resubmit invoice’s/reports to OHA’s satisfaction upon request.

2. Travel and Other Expenses. OHA will not reimburse the county for any travel or additional expenses under this contract.

EXHIBIT A

Part 3 Special Provisions

1. Confidentiality of Information.

a. Client Information:

- (1) All information as to personal facts and circumstances obtained by the Contractor on the client (“Client Information”) shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Contract. Nothing prohibits the disclosure of information in summaries, statistical, or other forms which does not identify particular individuals.
- (2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources.
- (3) If Contractor, or any of its officers, directors, employees, agents, or subcontractors receives or has access to confidential Social Security Administration (SSA), or Federal Tax Information (FTI) records in the performance of Work under this Contract, Contractor shall comply, and ensure that all of Contractor’s officers, directors, employees, agents and subcontractors comply, with the following provisions:
 - (a) With respect to SSA records:
 - i. Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;
 - ii. Adhere to the same security requirements as employees of OHA;
 - iii. Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within OHA’s agreement with SSA;
 - iv. Provide its employees and agents the same security awareness training as OHA’s employees; and
 - v. Include the provisions of this Section 1.a.(3)(a) in any subcontract.
 - (b) With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:
 - i. Contractor and its officers, directors and employees with access to, or who use FTI provided by OHA must meet the background check requirements defined in IRS Publication 1075;

- ii. Any FTI made available to Contractor shall be used only for the purpose of carrying out the provisions of this Contract. Contractor shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited;
 - iii. Contractor shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI related output and products will be given the same level of protection as required for the source material;
 - iv. No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the IRS;
 - v. Maintain a list of employees who are authorized access to FTI. Such list will be provided to OHA and, upon request, to the IRS reviewing office; and
 - vi. Include the provisions of this Section 1.a.(3)(b) in any subcontract.
- (c) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Contract.
- (d) Contractor may be subject to periodic and ongoing security reviews to ensure compliance with the requirements of Section 1.a.(3).
- (4) Except as prohibited by Section 1.a.(3) above, OHA, Contractor and any subcontractor will share information as necessary to effectively serve OHA clients.

b. Non-Client Information:

- (1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under the Contract, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Contract that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party (“Confidential Non-Client Information”).
- (2) Confidential Non-Client Information shall be deemed not to include information that:
 - (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;

- (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under the Contract;
 - (c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under the Contract;
 - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
 - (e) Is disclosed with the written consent of the originating Party; or
 - (f) Is independently developed by the receiving Party's officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.
- (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; and shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Contract or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.
- c.** Upon request and pursuant to the instructions of OHA, Contractor shall return or destroy all copies of Confidential Information, and Contractor shall certify in writing the return or destruction of all Confidential Information.
- d.** "Client" means any individual, family or provider:
- (1) For whom OHA must provide Services and incidental or specialized Goods, in any combination thereof ("Services and Incidental Supplies"), according to state, federal law, rule, and policy. Those Services and Incidental Supplies include but are not limited to treatment, care, protection, and support without regard to the proximity of the services being provided;
 - (2) Who in fact receives and utilizes services provided by OHA primarily for that individual's or family's benefit;

- (3) Who is under the custody, care, or both of OHA; or
- (4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

2. Amendments.

- a. Subject to Section 2.c. below, OHA reserves the right to amend or extend the Contract under the following general circumstances:
 - (1) OHA may extend the Contract for additional periods of time up to a total Contract period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the Contractor under this Contract.
 - (2) OHA may periodically amend any payment rates throughout the life of the Contract proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature. In addition, OHA may periodically amend any payment rates throughout the life of the Contract to meet current market conditions.
- b. OHA further reserves the right to amend the Statement of for the following:
 - (1) Programmatic changes, additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Contract or previous amendments to the Contract;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules, which, in part or in combination, govern the provision of services provided under this Contract.
- c. Upon identification, by any party to this Contract, of any circumstance which may require an amendment to this Contract, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Contract before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, "Standard Terms and Conditions", Section 24. "Amendments; Waiver; Consent." of this Contract.

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

- a. Contractor shall comply with, and cause its employees, agents and subcontractors to comply with, the applicable laws for mandatory reporting of abuse including but not limited to abuse of the following classes of persons in Oregon:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);

- (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
- (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).

b. In addition to the requirements of Section 3.a. above, if law enforcement is notified regarding a report of child abuse, Contractor shall also notify the local Child Protective Services Office of the Department of Human Services within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, the Contractor shall also notify the local Aging and People with Disabilities Office of the Department of Human Services within 24 hours.

c. If known, the abuse report should contain the following:

- (1) The name and address of the abused person and any people responsible for that person's care;
- (2) The abused person's age;
- (3) The nature and the extent of the abuse, including any evidence of previous abuse;
- (4) The explanation given for the abuse;
- (5) The date of the incident; and
- (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

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

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

6. Nondiscrimination.

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

EXHIBIT B

Standard Terms and Conditions

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

 - a.** County represents and warrants as follows:

 - (1) Organization and Authority. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or

any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. OHA represents and warrants as follows:

- (1) **Organization and Authority.** OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) **Due Authorization.** The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. Funds Available and Authorized Clause.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
 - b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.
6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.
7. **Reserved.**
8. **Ownership of Intellectual Property.**
- a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.

- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
 - c. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
 - d. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
9. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:
- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
 - c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

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

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

11. Termination.

a. County Termination. County may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to OHA;
- (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OHA Termination. OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may

terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
- (6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

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

12. **Effect of Termination.**

a. **Entire Agreement.**

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

b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

13. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY

DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
15. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.

- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **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.
20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and

effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

- 26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 27. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 28. **Reserved.**
- 29. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

- 30. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.
- 31. Stop-Work Order.** OHA may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

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

EXHIBIT C

Subcontractor Insurance Requirements

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

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

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

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

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

PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Subcontract by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL COVERAGE REQUIREMENTS:

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

ADDITIONAL INSURED:

The Commercial General Liability insurance and Automobile liability insurance required under the Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with

respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

TAIL COVERAGE:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by OHA under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Local Government.

STATE ACCEPTANCE:

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

EXHIBIT E Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: **A0132**

CONTRACT#: **028026**

CONTRACTOR: POLK COUNTY BEHAVIORAL HEALTH

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SE#
FISCAL YEAR: 2023-2024													
		IDPF	POLK CO BH										
65	424	IDPF		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$13,333.33	\$0.00	C	1	Y		1
		IDPF	POLK CO BH										
65	887	-0-		1/1/2024 - 6/30/2024	0 /NA	\$0.00	\$38.76	\$0.00	C	1	Y		2
TOTAL FOR SE# 65							\$13,372.09	\$0.00					
TOTAL FOR 2023-2024							\$13,372.09	\$0.00					
FISCAL YEAR: 2024-2025													
		IDPF	POLK CO BH										
65	424	IDPF		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$26,666.67	\$0.00	C	1	Y		1
		IDPF	POLK CO BH										
65	887	-0-		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$77.51	\$0.00	C	1	Y		2
TOTAL FOR SE# 65							\$26,744.18	\$0.00					
TOTAL FOR 2024-2025							\$26,744.18	\$0.00					
TOTAL FOR A0132 028026							\$40,116.27	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: POLK COUNTY BEHAVIORAL HEALTH
DATE: 12/22/2023

Contract#: 028026
REF#: 000

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are for Mental Health, Addictions Treatment, Recovery and Prevention, and Problem Gambling Services, as allocated within OHA's 2023-2025 Legislative Approved Budget (LAB), but only for the 18-month term of this Agreement, beginning on January 1, 2024 and ending June 30, 2025. This FAA may require modification by written amendment, or by administrative amendment (memo), provided that such administrative amendment is only used to change the fund source coding and not the amount of funding, to reflect the actual funding amounts remaining in the 2023-2025 LAB. It is OHA's intension to discontinue Calendar Year agreement terms and return the Financial Assistance Agreement (FAA) to a 2-year fiscal biennium term, beginning July 1, 2025, for the 2025-2027 Biennium.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

A0132 1 These Payments are for A&D 65 Services to be invoiced from 1/1/2024 to 6/30/2025.

A0132 2 A) These payments are for DUII Education services for Veterans.
B) Payments are for A&D 65 services for invoices from 1/1/2024 to 6/30/2025.

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: PO-44300-00028026-0 _____

Legal name *(tax filing)*: _____

DBA name *(if applicable)*: _____

Billing address: _____

City: _____

Phone: _____

FEIN: _____

- OR -

SSN: _____

Certificate Of Completion

Envelope Id: 708ECA12F4B94D0BBF53C85E37A39606 Status: Sent
 Subject: 44300-00030054-0 has requested your signature on a document(s) UPDATED CONTRACT NUMBER
 Source Envelope:
 Document Pages: 33 Signatures: 0 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Arlenia Broadwell
 AutoNav: Enabled arlenia.broadwell@odhsoha.oregon.gov
 Envelopeld Stamping: Enabled IP Address: 209.112.106.2
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original Holder: Arlenia Broadwell Location: DocuSign
 1/17/2024 4:21:01 PM arlenia.broadwell@odhsoha.oregon.gov
 Security Appliance Status: Connected Pool: StateLocal
 Storage Appliance Status: Connected Pool: Carahsoft OBO Oregon Health Authority - CLM Location: DocuSign

Signer Events

Signature

Timestamp

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Jon Collins
 jon.c.collins@oha.oregon.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Shawna McDermott
 Shawna.m.Mcdermott@oha.oregon.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Rosana Warren Sent: 1/17/2024 4:25:53 PM
 warren.rosana@co.polk.or.us Viewed: 2/12/2024 1:42:13 PM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 10/13/2021 2:21:30 PM
 ID: aa6982eb-f01b-44ec-b07a-5ed83e1261be

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
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HSD In
HSD.Contracts@odhsoha.oregon.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Victory Alexander
victory.l.alexander@oha.oregon.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/17/2024 4:25:53 PM
Envelope Updated	Security Checked	2/1/2024 10:55:10 AM
Envelope Updated	Security Checked	2/1/2024 10:55:10 AM
Envelope Updated	Security Checked	2/1/2024 10:55:11 AM
Envelope Updated	Security Checked	2/1/2024 10:55:11 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Oregon Health Authority - CLM (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Oregon Health Authority - CLM:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mick.j.mitchell@dhsoha.state.or.us

To advise Carahsoft OBO Oregon Health Authority - CLM of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mick.j.mitchell@dhsoha.state.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Oregon Health Authority - CLM

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mick.j.mitchell@dhsoha.state.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Oregon Health Authority - CLM

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mick.j.mitchell@dhsosha.state.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Oregon Health Authority - CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Oregon Health Authority - CLM during the course of your relationship with Carahsoft OBO Oregon Health Authority - CLM.