

April 16, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Renewal of an Intergovernmental Agreement with
the State of Oregon, Department of Consumer and Business Services,
Senior Health Insurance Benefits Assistance (SHIBA)

Purpose/Outcomes	To support the activities of the Social Services' Volunteer Connection SHIBA Program to provide information, counseling and assistance to seniors and other Medicare recipients regarding health insurance matters.
Dollar Amount and Fiscal Impact	This is a revenue agreement for \$16,000
Funding Source	State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) fiscal year 2015-2016. There is no requirement for Matching Funds. County General Funds are not involved.
Safety Impact	None
Duration	April 1, 2015 through March 31, 2016
Previous Board Action	The original agreement was approved by the Board of County Commissioners on May 31, 2012 - agenda item 053112-A9
Contact Person	Brenda Durbin, Director – Social Services Division – (503)655-8641
Contract No.	7093

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests the approval of a renewal of an Intergovernmental Agreement with the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) supporting Social Services' Volunteer Connection SHIBA Program. The SHIBA program provides information, counseling and assistance to seniors and other Medicare recipients regarding health insurance matters

The Volunteer Connection program within Clackamas County Social Services has operated the SHIBA program for several years. This program is designed to educate seniors and other Medicare recipients about their rights, resources and needs relating to Medicare and other health insurance. The program provides education through the fraud hotline, SHIBA helpline, and at large group presentations. In addition, information is made available during public outreach events, such as the Clackamas County Fair and Medicare enrollment events at locations such as low cost housing units. Information presented has included financial assistance for citizens with limited resources, preventing Medicare fraud, identity theft and do-not-call registration. These services are invaluable to our senior and disabled citizens.

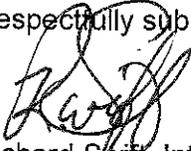
This agreement is effective April 1, 2015 through March 31, 2016. It is retroactive due to receiving it from the State on March 23, 2015. This agreement was reviewed and approved by County Counsel on March 24, 2015.

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RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', written over a circular stamp or seal.

Richard Swift, Interim Director

SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1516-3

This agreement is between **Clackamas County acting by and through its Health, Housing Human Services Department, Social Services Division** (hereinafter referred to as Subgrantee) and the **Senior Health Insurance Benefits Assistance (SHIBA) Program of the Department of Consumer and Business Services** (hereinafter referred to as SHIBA) for the local implementation and delivery of the federal State Health Insurance Assistance Program (SHIP) grant (CFDA 93.324). The Subgrantee will be part of Oregon's effort to strengthen its capability to provide all Medicare eligible individuals information, counseling and assistance on health insurance matters. This Agreement is 100% funded with Federal funds. The Contract Administrators of this Agreement are:

SHIBA	Clackamas County Health, Housing & Human Services Department, Social Services Division, Volunteer Connection
Contract Administrator: Lisa Emerson	Contract Administrator: Lois Orner
Title: SHIBA Program Coordinator	Title: Human Services Manager, Volunteer Connection
State of Oregon, Department of Consumer and Business Services, SHIBA 350 Winter Street NE, RM 330 P.O. Box 14480 Salem, OR 97309-0405 Phone: 503-947-7087 Fax: 503-947-7092	2051 Kaen Rd. #170 Oregon City, OR 97045 Direct: 503-655-8862 Fax: 503-650-5722 Email: LOrner@co.clackamas.or.us
Email: lisa.emerson@oregon.gov	FEIN: 93-6002286

I. PURPOSE:

The State Health Insurance Assistance Program (SHIP) grant is intended to strengthen the capability of States to provide all Medicare eligible individuals information, counseling, and assistance on health insurance matters. This federal grant from the Administration for Community Living (ACL) helps ensure that States have a network of staff and volunteers to provide accurate and objective health insurance information and assistance in making informed health coverage decisions and understanding related rights and protections. Although States have adopted a variety of methods to provide such services to individuals, Section 4360 of the Omnibus Budget Reconciliation Act of 1990 requires that each State program must encompass particular activities.

Objectives:

1. Subgrantee will provide personalized counseling to an increasing number and diversity of individual beneficiaries unable to access other channels of information or needing and preferring locally-based individual counseling services.
2. Subgrantee will conduct targeted community outreach to beneficiaries in public forums either under their sponsorship or with community-based partners or coalitions to increase

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understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.

3. Subgrantee will increase and enhance beneficiary access to a counselor work force that is trained, certified and fully equipped and proficient in providing the full range of services including enrollment assistance in appropriate benefit plans, and continued enrollment assistance in prescription drug coverage.
4. Subgrantee will participate in ACL education and communication activities, as required by SHIBA, to assure that SHIP counselors are equipped to respond to both Medicare program updates and a rapidly changing counseling environment and to provide ACL with information about the support and resources that SHIPs need to provide accurate and reliable counseling services.

II. TERM OF AGREEMENT

This Agreement shall become effective on the date at which every party has signed this Agreement. This Agreement shall expire on **March 31, 2016** unless amended, terminated early in accordance with section VI, or if funds are no longer available.

III. STATEMENT OF WORK

The Subgrantee shall:

1. Provide counseling and assistance to Medicare eligible individuals in need of health insurance information including:
 - a. Information that may assist individuals in obtaining benefits and filing claims under Titles XVIII and XIX of the Social Security Act.
 - b. Policy comparison information for Medicare supplemental policies (as described in section 1882(g)(1) of the Social Security Act, as amended) and information that may assist eligible individuals with filing claims under such Medicare supplemental policies.
 - c. Information regarding long-term care insurance.
 - d. Information regarding Medicaid programs, including Medicare Savings Programs.
 - e. Information regarding other types of health insurance benefits that may be provided to eligible individuals in the State.
 - f. Information regarding all Medicare health insurance coverage options.
 - g. Participate in the new health care marketplace as follows:

Where appropriate, SHIBA counselors may refer individuals to other appropriate programs and services including Cover Oregon, application assisters, partners, and state and federal resources.

SHIBA counselors will be trained to assist individuals who are dually eligible for Medicare and Medicaid, and be trained on changes to our state's Medicaid programs, in order to provide accurate counseling.

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2. Conduct outreach programs to provide health insurance information, counseling and assistance to eligible individuals, including an emphasis on reaching vulnerable, isolated and non-English speaking seniors. In achieving these efforts, the Subgrantee shall:
 - a. Provide counseling to a greater number of individual beneficiaries unable to access other channels of information or needing and preferring locally-based individual counseling services.
 - b. Create more counseling resources and locations that are locally accessible to low-income, dual eligible, and hard-to reach beneficiaries, including rural communities.
 - c. Increase targeted outreach in order to provide access to counseling to low-income, dual-eligible, and hard-to-reach populations.
 - d. Provide educational materials as necessary to assist in achieving these standards.
3. Develop systems of referral to appropriate Federal or State departments or agencies that provide assistance with problems related to health insurance coverage (including legal problems).
4. Assure full accessibility of SHIBA services to all categories of Medicare eligible individuals, including the aged, disabled, and end stage renal disease patients. SHIBA services are to be provided without discrimination on the basis of race, color, national origin, disability, age, sex, or income. Reasonable efforts must also be made to accommodate eligible individuals with existing barriers that limit their access to information, e.g. language, visual, hearing or speech impairments, physical accessibility, literacy, and location.
5. Establish a sufficient number of staff positions (including volunteers) necessary to provide the services of a health insurance information, counseling and assistance program.
6. Request, as necessary, federal Unique Identifiers for staff and volunteers through state SHIBA office. Maintain copies of signed confidentiality agreements for individually assigned Unique IDs.
7. Assure that local SHIBA staff and volunteers have no conflict of interest in providing health insurance information, counseling and assistance, and agree to abide by the SHIBA Confidentiality and Conflict of Interest policy for safeguarding confidential beneficiary information.
8. Provide private on-site or local community counseling space in order for SHIBA volunteer counselors to be able to provide confidential, personalized counseling assistance to clients. At minimum, private space will have a phone, computer and access to a printer.
9. Collect and disseminate timely and accurate health insurance information to staff members (including volunteers).

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10. Utilize state and federal training program materials as part of the training program for staff members (including volunteers). Conduct a certification review to ensure staff and volunteers are trained in accordance with their job duties. Conduct continuing education to ensure staff and volunteers are up to date in the knowledge necessary to complete their duties.
11. Recruit and screen the staff and volunteer workforce for the program. As such, the Subgrantee shall:
 - a. Provide formal training opportunities for SHIBA coordinators and volunteers utilizing state and federal training materials, at times including the preparation of copies of materials.
 - b. At minimum, annually host one two day New Volunteer Training with the appropriate amenities, e.g. water, coffee, tea and or juice and light snack. Contact State SHIBA Program Coordinator if supplemental funding is needed to meet this requirement. Federal funds are not to be used to pay for food or beverage unless reimbursed as meal per diem through qualifying travel status.
 - c. Ensure completion of the volunteer application form, federal fingerprint-based criminal background check and confidentiality/non-conflict of interest forms for all volunteers.
 - d. Ensure that all volunteers who provide one-to-one counseling and education seminars have satisfactorily completed extended training and volunteers of all other job descriptions have satisfactorily completed basic training.
 - e. Ensure that all volunteers have satisfactorily completed their certification and notify the state SHIBA office upon the completion of all training (e.g. on-line training, 2-day New Volunteer Training and 10 hours of job-shadowed counseling sessions).
 - f. Ensure all volunteers achieve 12 recertification credits by Sept. 30 of each year.
 - g. Implement quality assurance protocols within the program.
 - h. Provide up-to-date resources, information, and training libraries (either in paper or electronic) to local volunteers.
 - i. Facilitate bi-monthly volunteer support meetings.
 - j. Create and support full local volunteer access to Internet-based information, training materials, counseling, and enrollment tools as necessary.
 - k. Train volunteers on the use of Internet-based counseling, SHIBA program tools, and Internet-based enrollment tools.
 - l. Solicit direct feedback from counselors to determine if the training and support materials they receive are helpful in counseling activities.
 - m. Ensure that any notices from state or federal resources are delivered and explained to counselors in a timely manner.
 - n. Be responsible for the actions of the volunteers
12. Ensure that SHIBA services are publicized to Medicare beneficiaries throughout the program area. Maintain contact with the community, including distributing literature and speaking at public gatherings to promote SHIBA.

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13. Sponsor at least one recognition event annually for SHIBA volunteers at a minimal cost.
14. Increase SHIBA participation in ACL education activities. The Subgrantee shall:
 - a. Ensure SHIBA Coordinator and Volunteers access to training materials through registration on <http://www.shiptacenter.org/>
 - b. Ensure that the SHIBA Coordinator sends local event information and outreach activities to the state SHIBA office for posting to the state SHIBA website calendar of events.
15. Respond to constituent requests for information or assistance in a timely fashion (the standard is within two (2) business days).
16. The Subgrantee shall make available to SHIBA copies of all publications, intake forms, training materials, systems, items developed and samples of any forms used by the Subgrantee to provide these services. The Subgrantee agrees to grant the Federal Government, the Administration for Community Living (ACL), royalty-free, non-exclusive and irrevocable rights to reproduce, publish or otherwise use, and authorize others to use the items.
17. All SHIBA materials published by the Subgrantee shall include the acknowledgement that "This publication has been created or produced by Subgrantee (official name) with financial assistance, in whole or in part, through a grant from the Administration for Community Living, the Federal agency." The Subgrantee shall use the SHIP logo and tagline on grant related publications. The Subgrantee shall also state that "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the HHS and SHIBA."
18. Ensure program/agency representation at SHIBA Coordinator meetings/trainings/conference calls.
19. The Subgrantee will develop performance targets (with the assistance of State SHIBA office staff) in order to strive to meet the minimum attainment threshold (MAT) for the eight (8) National SHIP Performance Measures. The performance measure period is Oct. 1 through Sept. 30 of each year. Individual Subgrantee and statewide performance reports will be provided by the state SHIBA staff.
20. The Subgrantee shall establish the capability to send and receive e-mail and to access and download Internet published information in the provision of SHIBA services.
21. State SHIBA will monitor and assess programmatic records, reports and activities under this Agreement and a work plan will be developed to determine the effectiveness and efficiency of service delivery. State SHIBA and ACL or the appropriate designee shall have ready access to all reports and records relating to this

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Agreement, subject to the maintenance of client confidentiality required by all governing entities.

22. The Subgrantee is required to notify the State SHIBA Program Coordinator of any changes in key personnel, contact information, or other significant administrative changes immediately upon learning of the change. This includes, but is not limited to, notification of inactive or terminated volunteers and changes to permissions for Unique IDs issued.
23. Enter the following into the SHIPTalk National Performance Report (NPR), located on the web at <https://shipnpr.shiptalk.org/Default.aspx>, no later than the end of the month following to help the state meet ACL requirements.
 - a. Data for all Client Contacts
 - b. Data for all Public and Media Activities
24. Provide Resource Report data to the state SHIBA office by April 30 of each grant year for incorporation into the state's Annual Resource Report required by ACL. A Microsoft Excel template will be provided to Subgrantee by the state SHIBA office prior to reporting due date.
25. Provide the State SHIBA Program Coordinator or Designee information regarding upcoming events on a monthly basis and no later than the 10th day of the month prior to the event.
26. Provide information for input into the SHIP Grant Mid-term Report by September 15 of each year. A reporting form will be provided by the State SHIBA Program Coordinator. The Mid-term progress report covers the period of April 1 through August 31 of each grant year.
27. The Subgrantee will assume responsibility for the accuracy and completeness of the information contained in all documents and reports.
28. All records pertaining to the SHIP grant including NPR data shall be retained as described in 45 Code of Federal Regulation (CFR) Section 92.42. Copies or other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.
29. Financial reports shall be required in accordance with State and Federal grant policies and procedures.

IV. CONSIDERATION AND USE OF FUNDS:

- a. SHIBA agrees to pay the Subgrantee **\$8000** on a semi-annual reimbursement basis for providing local SHIBA counseling services for **Clackamas County** and for the performing the duties and responsibilities outlined under this Agreement.

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- \$16,000 is the not to exceed amount under this agreement. This payment shall be the sole monetary obligation of SHIBA, and the obligation to pay is limited by the provisions of Section VII, Termination. Payment of all federal, state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Subgrantee.
- b. Subgrantee will not submit invoices for, and SHIBA will not pay any amount in excess of the maximum compensation amount set forth above. SHIBA will make interim payments to the Subgrantee following the review and approval of invoices submitted by Subgrantee.
 - c. The Subgrantee agrees to submit semi-annual invoices by Oct. 15 and April 15 for work completed under this Agreement not later than 30 days after expiration date of this Agreement.
 - d. All invoices shall be submitted to:
SHIBA
Attn: Lisa Emerson
350 Winter ST. NE, Rm. 330
Salem, Oregon 97301
 - e. All invoices shall itemize and explain all expenses for which reimbursement is claimed.
 - f. Payment of all invoices is subject to the approval of SHIBA.
SHIBA certifies that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within the SHIBA's current appropriation or limitation.
 - g. SHIBA must use the funds as described in the State Health Insurance Assistance Program annual grant funding opportunity announcement #HHS-2012-CMS-CONT-SHIP and the 2014 SHIP Basic Grant Renewal Application. If SHIBA uses these funds for any purpose other than those awarded, then SHIBA may be required by to return the funds to the United States Treasury. Therefore, Subgrantee shall not use any amount of funds SHIBA pays to Subgrantee under this Agreement in a manner that could trigger the SHIBA's obligation to return the funds.

V. AMENDMENTS

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended except by written instrument signed by both parties. This Agreement may be extended upon written amendment. The Agreement not to exceed amount may be increased to reflect any authorized extension period.

VI. TERMINATION

This Agreement may be terminated by mutual consent by both parties or by either party upon thirty (30) days' notice, in writing.

VII. NON-PERFORMANCE

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public

enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against. Either party may terminate the Agreement, effective with the giving of written notice, after determining such delays or failure will reasonably prevent successful performance in accordance with the terms of this Agreement.

VIII. 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.

IX. INDEMNITY

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 Subgrantee (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 Subgrantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Subgrantee 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 Subgrantee 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 Subgrantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee'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.

X. SUBGRANTEES

Subgrantee shall take all reasonable steps to cause its first tier contractor(s) ("contractors") that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the contractor's officers, agents, employees ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subgrantee from and against any and all Claims.

XI. CONTRACTOR INSURANCE REQUIREMENTS

Subgrantee shall require its first tier contractor(s) 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 agreement between Subgrantee and (the "contractor"), and ii) maintain the insurance in full force throughout the duration of the agreement. 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 Agency. Subgrantee shall not authorize contractors to begin work under the agreement until the insurance is in full force. Thereafter, Subgrantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subgrantee shall incorporate appropriate provisions in the agreements 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 agreements as permitted by the agreements, or pursuing

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legal action to enforce the insurance requirements. In no event shall Subgrantee permit a contractor to work under an agreement when the Subgrantee 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 Subgrantee directly enters into an agreement.

XII. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

XIII. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

Subgrantee shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement or to Subgrantee's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time. Unless exempt, Subgrantee shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Subgrantee, or to the Services or deliverables, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

a. Audits

Subgrantee shall comply and, if applicable, cause subcontractors or subgrantees to comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations" as implemented by 45 CFR 92.26. The SHIBA reserves the right to audit, at the SHIBA's expense, all records pertinent to this Agreement.

b. Miscellaneous Federal Provisions

Subgrantee shall comply and cause all subcontractors or subgrantees to comply with all federal laws, regulations, and executive orders applicable to the Agreement. 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:

1. Age Discrimination Act of 1975,
2. Civil Rights Act of 1964 (Title VI),
3. Controlled Substances; Education Amendment of 1972 (Title IX),
4. Public Health Security and Bioterrorism Preparedness and Response Act, Rehabilitation Act of 1973 (Section 504),
5. USA PATRIOT Act,
6. Americans with Disabilities Act of 1990,

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7. Clean Air, Clean Water, EPA Regulations,
8. Energy Efficiency,
9. Truth in Lobbying,
10. Resource Conservation and Recovery,
11. Debarment and Suspension,
12. Pro-Children Act,
13. 15 CRF Part 14 , and
14. Office of Management and Budget (OMB) Circulars A-110 and A-122
15. Trafficking in Persons
16. "Pilot Program for Enhancement of Contractor Whistleblower Protections" of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013.

XIV. PARTNERSHIP

Neither party is, by virtue of this Agreement, a partner nor joint venture in connection with activities carried out under this Agreement, and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind of nature.

XV. NO WAIVER OF CLAIMS

The failure by either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision or provisions of this Agreement.

XVI. CONFIDENTIAL INFORMATION

Subgrantee shall comply with ORS 646A and require subcontractors or subgrantees to comply with the information security requirements imposed under this section. "Information Asset" means all confidential information in any form (e.g., written, verbal, oral or electronic) which SHIBA determines requires security measures, including confidential information created by SHIBA, gathered for SHIBA, or stored by SHIBA for external parties.

All requirements imposed on Subgrantee under this section shall also apply to its officers, employees, agents and subcontractors that have access to any SHIBA information computer system or other SHIBA Information Asset, and Subgrantee shall include these requirements in any subcontract that may provide such access by a subcontractor, its officers, employees or agents to any SHIBA computer system or other SHIBA Information Asset. Subgrantee shall:

Cooperate with SHIBA in identifying Information Assets that will be utilized in the performance of Services or for the delivery of Goods and applicable security measures that will be undertaken to protect the Information Assets, and provide updated information to SHIBA within fourteen (14) calendar days of the date such information changes for any reason;

Implement security measures that reasonably and appropriately provide administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the Information Assets that it creates, receives, maintains

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or transmits on behalf of SHIBA. Subgrantee security measures must be documented in writing and be available for review by SHIBA upon request. SHIBA's review of the reasonableness of security measures, as well as Subgrantee's compliance with SHIBA's assigned access control or security requirements, will take into account Subgrantee's physical, administrative, and technical capabilities related to security measures and the potential risk of unauthorized use or disclosure of Information Assets by Subgrantee, its officers, employees, agents or subcontractors.

Prevent any unauthorized access to or disclosure of SHIBA's information systems and information assets;

Take necessary actions to comply with SHIBA's determinations of the level of access that may be granted, as well as changes in level of access, or suspension or termination of access as determined by SHIBA;

Keep any SHIBA-assigned access control requirements such as identification of authorized user(s) and access-control information in a secure location until access is terminated; monitor and securely maintain access by Subgrantee and its agents or subcontractors in accordance with security requirements or access controls assigned by SHIBA; and make available to SHIBA, upon request, all information about Subgrantee's use or application of SHIBA access-controlled computer systems or Information Assets.

Report to SHIBA any privacy or security incidents by Contractor, its officers, employees, agents or subcontractors that compromise, damage, or cause a loss of protection to SHIBA Information Assets. Subgrantee shall report in the following manner.

Report to SHIBA in writing within five (5) business days of the date on which Subgrantee becomes aware of such incident; and

Provide SHIBA the results of the incident assessment findings and resolution strategies.

Subgrantee shall comply with SHIBA requests for corrective action concerning a privacy or security incident, and with laws requiring mitigation of harm caused by the unauthorized use or disclosure of confidential information, if any.

If SHIBA determines that Subgrantee's security measures or actions required under this section are inadequate to address the security requirements of SHIBA, SHIBA will notify Subgrantee. SHIBA and Subgrantee may meet to discuss appropriate security measures or action. If security measures or corrective actions acceptable to SHIBA cannot be agreed upon, SHIBA may take such actions as it determines appropriate under the circumstances. Actions may include but are not limited to restricting access to computer systems or Information Assets, or SHIBA amending or terminating the Contract.

SHIBA may request additional information from Subgrantee related to security measures, and may change, suspend or terminate access to or use of a SHIBA computer system or Information Assets by Subgrantee, its officers, employees, agents or subcontractors.

Wrongful use of SHIBA computer systems, wrongful use or disclosure of Information Assets by Subgrantee, officers, its employees, agents or its subcontractors may cause the immediate suspension or revocation of any access

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granted through this Agreement, in the sole discretion of SHIBA. SHIBA may also pursue any other legal remedies provided under the law.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and superseded any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral, concerning the subject matter of this Agreement which is not fully expressed herein. This Agreement may not be modified or amended except in writing and signed by all parties.

XVIII. SIGNATURES

The undersigned hereby accepts the SHIP subgrant and agrees to comply with the foregoing Agreement and with all applicable state and federal laws, regulations and policies relating to the grant.

Clackamas County Health, Housing & Human Services Department, Social Services Division

Authorized Representative/designee Date

Department of Consumer and Business Services, SHIBA

Authorized Representative/designee Date

Department of Consumer and Business Services, Designated Procurement Officer

Authorized Representative/designee Date