

March 31, 2016

Housing Authority Board of County Commissioners
Clackamas County

Members of the Board:

Approval to execute Intergovernmental Agreement between the Housing Authority Clackamas County and the State of Oregon Department of Human Services (DHS), for the Community Integration Project (CIP).

Purpose/Outcomes	Approval to sign IGA for DHS reimbursement of on-going property management, maintenance, repair, and renovation of seven HACC properties designated as CIP homes.
Dollar Amount and Fiscal Impact	Not to exceed \$100,000. No impact on the County General Fund.
Funding Source	State General Fund/Sale of Oregon General Obligation Bonds
Safety Impact	None.
Duration	The term is for 4 years, beginning January 1, 2016 and ending December 31, 2020.
Previous Board Action	Board Order #012011-11 on 1/20/2011 for DHS CIP Home Intergovernmental Agreement # 133130 which began 1/1/2011, and ended 12/31/2015.
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	7606 (State of Oregon contract #150499)

BACKGROUND:

The Housing Authority of Clackamas County (HACC) a Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement with the State of Oregon Department of Human Services CIP Home Program. Community Integration Project (CIP) Homes are properties that are owned by the Housing Authority but were purchased with State funds with the purpose of providing housing for developmentally disabled adults. HACC contracts with DHS for the ongoing property management, maintenance, repair, and renovation of the properties. HACC leases each property to a provider who is State licensed to provide housing & services to persons with developmental disabilities.

The HACC's current list of approved CIP Homes is as follows:

- 1) 376 Warner Parrot Road; Oregon City, Oregon (currently vacant – provider pending);
- 2) 2885 SE Maple Street; Milwaukie, Oregon (Current Provider/Lessee - Northwest Mental Health Services);
- 3) 15323 -15327 Risley Court; Milwaukie, Oregon (Current Provider/Lessee – Northwest Mental Health Services);

- 4) 2286 SE Lindenbrook Drive; Milwaukie, Oregon (Current Provider/Lessee – Albertina Kerr Centers);
- 5) 13581 Jason Lee Drive; Oregon City, Oregon (Current Provider/Lessee – Albertina Kerr Centers);
- 6) 4808 SE View Acres Road; Milwaukie, Oregon (Current Provider/Lessee – Albertina Kerr Centers);
- 7) 3050 Lazy River Drive; West Linn, Oregon (Current Provider/Lessee – Northwest Mental Health Services).

RECOMMENDATION:

We recommend the approval of the Intergovernmental Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Agreement Number 150499



**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 Department of Human Services, hereinafter referred to as "DHS" and

Housing Authority of Clackamas County
PO Box 1510
Oregon City, OR 97045-0510
Phone number 503-650-3100
Fax number 503-650-3538
Email: craigbeals@co.clackamas.or.us

hereinafter referred to as "County" or "Agency".

Work to be performed under this Agreement relates principally to the DHS'

Seniors and People with Disabilities
Developmental Disability Services
Community Housing
676 Church Street NE, 2nd Floor
Salem, OR 97301
Agreement Administrator: Heber Nelson or delegate
Telephone: 503-378-3611
Fax: 503-650-3538
Email: heber.nelson@state.or.us

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on January 1, 2016, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on December 31, 2020. Agreement termination or expiration 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.

2. Agreement Documents.

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

Exhibit A, Part 1:	Statement of Work
Exhibit A, Part 2:	Payment and Financial Reporting
Exhibit A, Part 3:	Special Terms and Conditions
Exhibit B:	Standard Terms and Conditions
Exhibit C:	Subcontractor Insurance Requirements
Exhibit D:	RESERVED
Exhibit E:	RESERVED
Exhibit F:	List of CIP Homes
Exhibit G:	Form Amendment to add to list of CIP Homes
Exhibit H:	CIP Property Management Procedures

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 in it.

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: (a) this Agreement without Exhibits, (b) Exhibit A, (c) Exhibit B, (d) Exhibit C, (e) Exhibits H, F, G, D, and E.

c. For purposes of this Agreement, "Work" means specific work or services to be performed 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 \$100,000. DHS 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. DHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Vendor or Sub-Recipient Determination.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, DHS’ determination is that:

County is a sub-recipient County is a vendor Not applicable

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

5. County Data and Certification.

a. County Information. County shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Federal Employer Identification Number: _____

Proof of Insurance:

Workers’ Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

The above information must be provided prior to Agreement approval. County shall provide proof of Insurance upon request by DHS or DHS designee.

b. Certification. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

- (1) The information shown in this Section 5., County Data and Certification , is County’s true, accurate and correct information;

- (2) 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;
 - (3) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (4) 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/portal/public/SAM/>; and
 - (5) 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.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS 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

6. Signatures.

County: Housing Authority of Clackamas County

By:

Authorized Signature	Title	Date
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State of Oregon, acting by and through its Department of Human Services

By:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

With Protect Form on, click here With Protect Form on, click here

Assistant Attorney General	Date
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Program Office Review:

Approved via email for signature routing by OCP Timothy Olson	December 22, 2015 Date
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Office of Contracts and Procurement Review:

Vincent Dunn, Contract Specialist	Date
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EXHIBIT A
Part 2
Statement of Work

I. PURPOSE

DHS provides residential and other community-based services for persons with developmental disabilities through its Office of Home and Community Supports. The State of Oregon has invested many millions of dollars from General Fund appropriations and sale of Oregon General Obligation Bonds to provide long-term housing in order to improve or expand community integration for this population under a Community Integration Project (CIP). DHS funds expended for long term housing are secured by a trust deed or other instrument to protect the state's investment.

Agency has obtained an ownership interest in some of the housing units or "CIP Homes" financed with state funds under a Community Integration Project (CIP) and they are listed in Exhibit F. The Parties each have an interest in assuring that these properties are well maintained and managed for the proper care of the residents and to protect the value of the real property. Parties agree that properties may only be added to those listed in Exhibit F through the execution of an Amendment in a format substantially similar to Exhibit G.

In addition, Agency may now or in the future own other homes, obtained with or without State financing, that serve DHS clients. For purposes of this Agreement, these homes shall be referred to as "Non-CIP Homes". Non-CIP Homes, as well as the CIP Homes, may now or in the future require some remodeling or renovation to meet the needs of DHS clients who reside and receive care in the homes.

This Agreement is for the following activities:

A. CIP Homes:

- 1) on-going property management
- 2) maintenance and repair

B. CIP and Non-CIP Homes:

- 1) care and custody of temporarily vacant homes
- 2) remodeling and renovation needed to meet resident needs.

II. STATEMENT of WORK:

A. On-going Property Management of CIP Homes

Agency shall provide property management services under this section for the CIP Homes specified in Exhibit F.

Agency shall manage CIP Homes to ensure exclusive use as homes for people with developmental disabilities who receive care from service providers as approved by DHS. This section sets forth the details of this obligation as follows:

1. **Leasing of CIP Homes:** Agency shall lease CIP Homes exclusively to organizations selected and approved as service providers by DHS. Agency is required to maintain a written lease with the service provider at all times.
2. **Inspection and Maintenance of CIP Homes:** Agency shall protect, preserve and maintain the property in good condition. In its leases with the service providers organizations (lessees), Agency (Lessor) will include the following provisions for maintaining the property, as follows:
 - a. Interior and Exterior Structure – Agency shall regularly inspect CIP Homes. Agency shall identify work needed to maintain and repair the CIP Homes’ structure, including but not limited to foundation, interior & exterior walls, roof, floor, doors and windows of the home. The Agency shall also inspect and identify work needed to maintain and repair sidewalks and entranceways around each CIP Home to ensure the safety of individuals living in the home. Agency shall complete any necessary maintenance and repair work after obtaining DHS approval as described in Exhibit H.
 - b. Utility Systems – Agency shall regularly inspect and identify work needed to maintain and repair (or replace, as appropriate) the heating and air conditioning, plumbing, electrical, fire sprinkler and lighting (including emergency lighting) systems of the CIP Homes. Agency shall complete any necessary maintenance and repair work after obtaining DHS approval as described in Exhibit H.
 - c. General Physical Appearance – Agency shall ensure that CIP Homes retain a reasonable appearance and amicable relations to neighboring homes by managing the overall property of the homes. The Agency shall identify work needed to maintain the appearance of CIP Homes, including but not limited to painting the exterior walls and trim, maintenance or repairs to fences, landscaping, and woodwork. Agency shall complete any necessary maintenance and repair work after obtaining DHS approval as specified in Exhibit H.

- d. Landscaping – Agency shall ensure that the CIP Homes’ landscaping is regularly maintained. Agency shall identify and coordinate, with the service providers, routine care and maintenance of the landscaped area of CIP Home properties, in compliance with local ordinances and as customary for the neighborhood, including but not limited to mowing lawns, trimming of bushes and trees, raking and watering, as applicable to each CIP Home.
 - e. Payment for Utilities & Services – Agency shall include a clause in Agency’s lease with the service provider a requirement for consistent and timely payment of utilities, as defined by the utility company, to ensure uninterrupted service to DHS’ clients. Utilities include, but are not limited to water/sewer, electricity, gas and garbage, as applicable to each CIP Home.
 - f. Appliances – Agency shall ensure that the appliances are in good working order. Agency shall identify any repair (or replacement, if necessary) needed to all the appliances included in the CIP Homes, including but not limited to, refrigerators, washers, dryers, stoves, oven, microwave, garbage disposal and dishwashers. Agency shall complete any necessary maintenance, repair, and/or replacement of appliances after obtaining DHS approval according as described in Exhibit H.
3. **Requests for Financial Assistance:** Agency shall submit timely requests for financial assistance as needed to pay the cost of maintenance, repair or replacement needs identified through inspections and other management activities described in section 2 above, and according to Section D of Exhibit H. Requests shall satisfy all pertinent requirements specified in Exhibit H, including competitive bids, work schedules, etc.

B. Care and Custody of Temporarily Vacant Homes

Parties understand that CIP and NON-CIP homes may become temporarily vacant for a variety of reasons. It is in the interest of DHS and Agency that care and custody of the vacant homes is provided. Care and custody shall be secured as follows:

- 1. Agency and DHS shall each immediately notify the other upon learning of a home that is going to become vacant.
- 2. Agency shall submit a plan for DHS approval that describes the services and costs required to maintain and protect the vacant property. Agency shall execute plan after obtaining DHS approval as described in Exhibit H.

3. Agency shall submit timely requests for financial assistance as needed to pay the cost of care and custody services as specified in Exhibit H.
4. Agency may request reimbursement for costs identified in the plan approved by DHS that were incurred during the period the Agency did not have a lease with a service provider. Agency may also request reimbursement for repair of damage due to vandalism that occurred during this period, even though it was not identified as a cost in the plan. The Agency may request from DHS reimbursement of the actual amount of the deductible paid by the Agency for such repair and DHS agrees to reimburse Agency for said deductible expense but not exceeding \$1,000.

C. Remodeling and Renovation of Homes to Accommodate Special Needs

1. Parties agree that CIP and Non-CIP homes providing care for people with disabilities should be remodeled or renovated whenever necessary and feasible to accommodate the special needs of the residents, as follows;
 - a. When Agency receives written notice from DHS that specific remodeling or renovation is needed, the Agency shall assess remodeling or renovation options in consultation with DHS staff assigned to the ODDS Housing Section.
 - b. Agency shall solicit three competitive cost estimates to complete work on the option selected, as specified in Exhibit H.
 - c. Agency shall submit a Facility Plan (or Change order, as appropriate) for the proposed work, as described in Exhibit H. Agency shall justify the proposed costs and the contractors selected to do the work.
 - d. Agency shall ensure that the work is completed in compliance with local regulations and ordinances in a timely manner, as scheduled and approved in the Facility Plan or Change order. Agency shall make every effort to coordinate remodeling and renovation activities with the service provider to avoid unnecessary disruption for the residents, risk of injury for anyone living or working in the home, delay of work, or any unnecessary additional costs for the service provider or Agency.
 - e. Agency shall ensure that satisfactory final inspections have been made, and any necessary occupancy permit issued, before DHS' clients move into the space remodeled or renovated.
2. Parties agree that in some cases restoration of the remodeled or renovated properties may be needed.

- a. If DHS discontinues the use of the property as a CIP Home, the Agency may request funding to restore the property back to its original state, if it was previously remodeled or renovated to accommodate special needs.
- b. Agency's request shall be in writing and explain the need for restoring the property back to its original state.
- c. Agency shall provide justification for cost estimates from qualified contractors to support the restoration request as specified in Exhibit H.

EXHIBIT A
Part 3
Payment and Financial Reporting

A. PAYMENTS PROVISIONS:

1. DHS shall pay costs for work performed by Agency in Sections II.A, II.B, and II.C of Exhibit A, Part 2, according to Exhibit H, in effect at the time the request was approved. Decisions on approval or disapproval of Facility Plans and other requests will be made promptly.

2. Responsibility of Personnel and Administrative Costs:

Agency is responsible for all personnel costs, including worker's compensation insurance and benefits, and administrative costs associated with the provision of services under this Agreement.

3. Agreement Administrator:

The DHS employee assigned to monitor agreement compliance, authorize payment and act as DHS' Agreement Administrator on matters concerning this Agreement shall be:

Heber Nelson, Housing Section
Contact Information as set forth on Page One of this Agreement.

B. TRAVEL and OTHER EXPENSES

DHS shall not reimburse Agency for any travel or additional expenses under this Agreement.

C. Reporting Requirements

1. Upon the request of DHS, Agency shall meet with DHS Agreement Administrator or his designee to review and assess performance or progress in completing the work included in this Agreement.
2. Within 30 days of the execution of this Agreement, Agency shall submit to DHS the latest financial statements reviewed and signed by the President or Treasurer of the Board of Directors.

The financial statements are due annually thereafter and shall be submitted to DHS' Agreement Administrator by January 31st of every year the Contract is in effect. Agency shall make the financial statements available to DHS, upon request at any time. Each financial statement may be in any format customarily

used in the Agency's normal course of business provided that each report includes the following:

- a. A balance sheet summarizing Agency's revenues and assets as balanced against expenditures and liabilities presented in a format based on Agency's chart of accounts; and
 - b. A statement that the report is a true and accurate representation of Agency's financial status.
3. Agency shall provide other reports or data maintained by Agency as may reasonably be requested by DHS.

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County on the client 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 Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. DHS, County and any subcontractor will share information as necessary to effectively serve DHS clients.

2. Amendments.

- a. DHS reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) DHS may extend the Agreement for additional periods of time up to a total Agreement 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 DHS' satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) DHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. DHS further reserves the right to amend the Statement of Work based on the original scope of work 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 Agreement or previous amendments to the Agreement;
 - (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 Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, 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 Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 “Amendments” of this Agreement.

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

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (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).
 - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520)
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to DHS’ Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. County shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to DHS’ Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their 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.** County 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 County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the DHS office that referred the child or family. The County will make immediate contact with the DHS office when media contact occurs. The DHS office will assist the County with an appropriate follow-up response for the media.
6. **Nondiscrimination.** The County must provide services to DHS 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 DHS, 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 DHS 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. DHS represents and warrants as follows:

- (1) Organization and Authority. DHS 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 DHS of this Agreement (a) have been duly authorized by all necessary action by DHS 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 DHS is a party or by which DHS 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 DHS 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 DHS and constitutes a legal, valid and binding obligation of DHS, 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 DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, 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 DHS. 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. DHS 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 DHS. 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 DHS on a DHS-approved form. DHS 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 DHS, result in payments to County to which County is not entitled, DHS, 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, subject to Section 7

below. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify DHS 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 DHS or County.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, DHS 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 DHS 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 DHS' behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
- c. If state or federal law requires that DHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that DHS or the United States own the intellectual property, then County shall execute such further documents and instruments as DHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or DHS. To the extent that DHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, DHS 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 DHS 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 DHS 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. DHS Default. DHS shall be in default under this Agreement upon the occurrence of any of the following events:

- a. DHS 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 DHS herein or in any documents or reports relied upon by County to measure performance by DHS 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 DHS;
 - (2) Upon 45 days advance written notice to DHS, 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 DHS, if DHS 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 DHS, 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. DHS Termination. DHS 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 DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DHS under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, DHS 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 DHS' legislative authorization for expenditure of funds to such a degree that DHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DHS 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 DHS 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 DHS 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 DHS 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, DHS 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 DHS 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 DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants County or its subcontractor(s) access to such DHS 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 407-014-0300 through OAR 407-014-0320, 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 407-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither DHS 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 DHS 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. DHS 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 DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS 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 DHS' prior written consent. In addition to any other provisions DHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that DHS 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. DHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** DHS 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 DHS to assist and enable DHS 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, 7, 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 DHS 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.

DHS: Office of Contracts & Procurement
250 Winter St NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

COUNTY: (see page one)

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. **Counterparts.** 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 this Agreement and any amendments so executed shall constitute an original.
28. **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.
29. **Reserved.**
30. **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.

- 31. 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 ("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 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 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 contractor from and against any and all Claims.
- 32. Stop-Work Order.** DHS 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, DHS 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, DHS 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

General Requirements. County 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 as specified in this Exhibit C and meeting all the requirements under this Exhibit C before the contractors perform under contracts between County 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 DHS. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County 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 County permit a contractor to work under a Subcontract when the County 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 whom the county directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

1. **Workers' Compensation.** Insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance.

2. **Professional Liability:**

Required by DHS Not required by DHS.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by DHS:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:.... \$2,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015:.... \$4,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

3. **Commercial General Liability:**

Required by DHS Not required by DHS.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to DHS. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by DHS:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:....\$2,000,000.
From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015: ...\$4,000,000.
From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:....\$200,000.
From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015:....\$600,000.
From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

4. Automobile Liability:

Required by DHS Not required by DHS.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by DHS:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015: ...\$2,000,000.
From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015:.....\$4,000,000.
From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:.....\$200,000.
From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015:.....\$600,000.
From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the 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 the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and DHS may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If DHS approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
7. **Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **Certificate(s) of Insurance.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims

made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

EXHIBIT D RESERVED

EXHIBIT E RESERVED

EXHIBIT F – List of CIP Homes

PROPERTY ADDRESS	CIP PROJECT	TYPE OF HOME
376 Warner-Parrott Road, Oregon City	CIP1-02	Barrier Free Ranch
13581 Jason Lee Drive, Oregon City	CIP1-03	Barrier Free Ranch
2885 Maple Street Oregon City	CIP1-04	Barrier Free Ranch
4808 View Acre Road, Milwaukie	CIP1-05	Barrier Free Ranch
15323, 25, 27 Risley Court, Milwaukie	CIP1-06	Retrofit
3050 Lazy River Drive, West Linn	CIP1-07	Barrier Free Ranch
2286 Lindenbrook Court, Milwaukie	CIP1-08	Barrier Free Ranch

EXHIBIT G

Addition to List of CIP Homes

Agreement Number 000000

**Amendment to
State of Oregon
Intergovernmental Agreement**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audiotape, oral presentation, and electronic format. To request an alternate format call the State of Oregon, Department of Human Services, Office of Forms and Document Management at (503) 373-0333, Fax (503) 373-7690, or TTY (503) 947-5330.

This is amendment number **00** to Agreement Number **000000** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

Agency
d.b.a. Facility or Assumed Name
Address
Address
Phone number (optional)
Fax number (optional)
Email address (optional)
Contractor's home page URL, if applicable (optional)

hereinafter referred to as "**Agency.**"

1. This amendment shall become effective on the date this Amendment has been fully executed by every party and, when required, approved by Department of Justice and any other necessary approvals.
2. The Agreement is hereby amended as follows:

The following homes are added to the list of homes managed by the Agency under the original Agreement:

Project No.	Address	City	Structure Type	Age

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. Agency certifies that the representations, warranties and certifications contained in the original agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** By signature on this Amendment, the undersigned hereby certifies under penalty of perjury that:
 - A. The number shown in Section IV(A) of original Agreement is Agency's correct taxpayer identification and all other information provided in Section IV(A) is true and accurate;
 - B. Agency is not subject to backup withholding because:
 - i. Agency is exempt from backup withholding;
 - ii. Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. The IRS has notified Agency that Agency is no longer subject to backup withholding; and
 - C. Agency is an independent contractor as defined in ORS 670.600.

5. SIGNATURES

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

Approved By Agency

Authorized Signature	Title	Date
----------------------	-------	------

Approved By DHS

Authorized Signature	Title	Date
----------------------	-------	------

Approved for Legal Sufficiency:

When no DOJ signature, cite the OAR or ORS that allows that action to be taken

Assistant Attorney General	Date
-----------------------------------	-------------

Approved By DHS

Signature	Name/Title (printed)	Date
------------------	-----------------------------	-------------

Reviewed by Office of Contracts and Procurement:

Signature	Name (printed)	Date
------------------	-----------------------	-------------

EXHIBIT H

CIP Property Management Procedures COMMUNITY INTEGRATION PROGRAM PROPERTY MANAGEMENT PROCEDURES

Revised August, 2010

- I. MAINTENANCE AND REPAIR**

- II. CARE AND CUSTODY OF UNOCCUPIED HOMES**

- III. REMODELING AND RENOVATION**

For Information Contact:

Heber Nelson, Manager, Community Housing Section
Seniors and People with Disabilities
676 Church Street NE, Second Floor
Salem, OR 97301
heber.nelson@state.or.us

I. MAINTENANCE AND REPAIR PROCEDURES

PURPOSE

The reserve fund for Community Integration Program (CIP) housing will be used to maintain and repair properties financed through the Oregon Housing and Community Services Department (HCSD) for persons with developmental disabilities. Funds will be used as needed to maintain the structural integrity and appearance of the properties, so that programs can continue to operate on the premises and maintain positive relations with neighbors.

Funds will only be used to maintain the land and structural features purchased through the housing program and owned by the OWNER (housing developer). Property brought onto the premises and owned by the tenants (residents and care provider) will NOT be maintained or repaired with money from the reserve fund. Requests for maintenance and repair of CIP homes may be submitted by the OWNER a) as a result of an item appearing in Seniors and People with Disabilities (SPD), Community Housing Section inspection report, b) to meet a current need, or c) in response to a client health and safety issue requested by Seniors and People with Disabilities (SPD).

INSPECTIONS

Community Housing Section will conduct annual inspections of all properties and report the findings of those inspections to the OWNER in writing. The report will cover all significant maintenance categories, both interior and exterior. Annual inspection results noted and reported do not constitute authorization for expenditures and reimbursement from the Maintenance and Repair Fund. Every effort will be made to conduct the inspections with an OWNER'S representative present.

FUNDING PRIORITIES

Funding will be made available according to the following priorities, and in order of urgency.

PRIORITY 1: Repair or replacement must be made immediately to protect the health and safety of the tenants, employees and/or the integrity of the premises.

Examples:

Leak in roof; malfunctioning fire sprinkler system; broken water main; clean-up after storm, fire, flood or earthquake damage; damaged flooring which presents a hazard to tenants; malfunctioning electrical systems built into the facility; removal of a large tree weakened by age or wind which may fall; broken appliances; etc. Priority 1 repairs may be approved by telephone or email and followed up with written authorization. Priority 1 work that is not preauthorized may not be funded.

PRIORITY 2: Long-term maintenance that can be planned and scheduled.

Examples:

Routine interior and exterior painting needed to seal and protect surfaces; replacement of roof, carpet, or major appliances which are part of the facility; repair of counters or cabinets; etc.

PRIORITY 3: Repairs or scheduled maintenance needed to retain a reasonable appearance and amicable relations with neighbors.

Examples:

Landscaping; exterior paint needed to improve appearance but not needed to protect surface; repair and replacement of woodwork or decorative trim, etc.

FINANCIAL ASSISTANCE PROCEDURE

- 1. REPAIR OR MAINTENANCE:** The OWNER may initiate a request for financial assistance. No repair or maintenance work will begin unless an urgent or emergency situation exists (See Section F, Emergency Procedures) or exclusive prior approval is obtained from the SPD, Community Housing Section in writing.

The OWNER may request repair or maintenance be approved and scheduled in response to an inspection report, a request by SPD, Community Housing Section or immediate need. All requests for financial assistance will be supported by cost estimates from qualified contractors. SPD, Community Housing Section may require the OWNER to solicit competitive cost estimates for any requested expenditure. The OWNER will seek three competitive cost estimates on work exceeding \$3,000. Copies of letters soliciting cost estimates and all responses will accompany the repair approval request. OWNER will indicate the justification for the cost estimate and contractor recommended. In addition to cost, criteria may include the contractor's prior experience and ability to complete the work in a timely manner.

- 2. REVIEW OF REQUESTS:** SPD, Community Housing Section will review all requests and accompanying cost estimates to confirm evaluate whether the cost estimates are appropriate and reasonable. Representatives from SPD, Community Housing Section, may elect to do a site review of maintenance and repair requests. Following review, all requests may be approved and funded, placed on a standing repair list, or denied. SPD, Community Housing Section will only review requests for financial assistance over two hundred dollars, (\$200.00).

Priority 1 requests may be approved for funding immediately, contingent upon funds availability and approval by SPD, Community Housing Section as a Health & Safety

Priority 1 request. Priority 2 and 3 repair and maintenance items will be placed on a standing list and approved and scheduled, as funds become available.

3. **STANDING REPAIR LIST:** A list will be maintained by SPD, Community Housing Section that catalogs all unfunded repair requests that have been reviewed. The list will be continuously updated and sorted first by priority designation followed by date of request.
4. **REPAIR APPROVAL OR DENIAL:** A repair approval memo will be sent from SPD, Community Housing Section to the OWNER regarding the disposition of a funding request (i.e. funded, placed on the standing list, or denied).
5. **REQUEST FOR INTERIM FUNDS:** If requested by the OWNER for good cause, SPD, Community Housing Section may elect to make interim payments based on per cent of work completed, and/or materials delivered to the job site. OWNER will indicate the need for interim payments at the time of project approval. OWNER will complete an inspection to verify materials delivered to site, and/or work completed. SPD, Community Housing Section may conduct an inspection to verify percentage of work completed.
6. **ADDITIONAL WORK:** If additional work beyond that described in the initial request is necessary, OWNER must submit a change order request that describes the work needed, reasons for the work and a cost estimate to SPD, Community Housing Section. SPD, Community Housing Section will review the request for additional work and notify OWNER by memo of approval or denial. In no case should work proceed prior to approval from SPD, Community Housing Section unless it is of an emergency nature (see Section F, Emergency Procedures).
7. **REQUEST FOR CLOSING AND RELEASE OF FUNDS:** Once the repairs are complete, the OWNER will send a request for disbursement, copy of the contractor's invoice, and notification that all work has been completed and inspected by OWNER. SPD, Community Housing Section may also elect to inspect repairs. SPD, Community Housing Section will review and process request and disburse funds as appropriate. No request for funds less than \$200 will be considered.
8. **FOLLOW UP INSPECTIONS:** All repairs will be duly noted by SPD, Community Housing Section in the property file so that follow-up inspection of specific repairs can be accomplished during the annual inspection. In some cases involving costly repairs, it may be necessary for SPD, Community Housing Section to inspect the repairs prior to closing and disbursement of funds.

FUND REIMBURSEMENT

SPD, Community Housing Section will maintain records pertaining to the repair fund that document all transactions. SPD, Community Housing Section will also track fund balance and compare rate of expenditure to the legislatively approved budget. Should additional funds be required, the Assistant Director, Seniors and People with Disabilities will review and approve replenishment requests.

EMERGENCY PROCEDURES

Emergency situations are those that threaten health and safety of people in or near the home or conditions that may cause further property damage and expensive repair costs if not mitigated at once.

Examples:

A broken water main that renders the fire sprinkler system inoperative and residents unprotected or, a fallen tree that penetrates the roof allowing rain to enter the facility.

In an Emergency situation, the OWNER is authorized to make immediate repairs as necessary to mitigate health and safety risks to people and to stop further damage to the premises. The scope of work may be temporary in nature and must be limited to relieving the immediate crisis. OWNER will notify SPD, Community Housing Section as soon as practical following the emergency. OWNER will then promptly submit a request for reimbursement for expenses incurred and a complete repair plan following procedures described in this manual.

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II. CARE AND CUSTODY PROCEDURES

A. PURPOSE

Housing developed or acquired by the OWNER to provide homes for SPD clients may from time to time be vacant for a variety of reasons. During such vacancy it is in the interest of the SPD and the OWNER to see that Care and Custody of the homes is provided. OWNER may request funding from the SPD for these services.

B. PROCEDURE

1. **OWNER** or SPD will notify the other party immediately upon learning that a home will be vacant.
2. **OWNER** will submit a Care and Custody plan with details, including costs involved in providing the following minimum services which may include the following:
 - a. Mortgage payment
 - b. Fire, theft and vandalism insurance monthly premium
 - c. Electrical service, monthly.
 - d. Phone service (alarm), monthly
 - e. Water service, monthly
 - f. Alarm monitor (if available), monthly.
 - g. Administration, including site visits, (note how many monthly)
 - h. Estimate of time Care and Custody will be needed.
3. **SPD, Community Housing Section** will review the Care and Custody plan, and discuss details with the OWNER as necessary to confirm the plan.
4. **SPD, Community Housing Section** will provide a Care and Custody plan approval to the OWNER that details the agreed-upon plan. Care and custody payments will be made to the owner based on this plan.
5. **OWNER** will, after occupancy or signing of a lease by a new tenant, submit a final bill to **SPD, Community Housing Section** that reconciles all charges and payments.
6. **SPD, Community Housing Section** will complete accounting and either require repayment of overage or authorize final payment to OWNER.
7. **When an approved plan** for Care and Custody is in effect and the OWNER and selected care provider have not signed a lease, OWNER agrees to continue the Care and Custody plan and to assume one half of the cost of the approved plan. When the final bill is reconciled,

only half of the actual charge will be credited for the affected period. Approved Care and Custody payments will not be withheld.

9. **SPD, Community Housing Section** may contract for care and custody activities and/or property management services for the purpose of protecting the property, whether under the ownership of SPD or the OWNER. Cost for these services may be paid from the Maintenance and Repair Fund.

III. REMODELING OR RENOVATION PROCEDURES

A. PURPOSE

Housing developed or acquired by the OWNER to provide homes for SPD clients may from time to time require remodeling or modification in order to accommodate the changing needs of the residents. Such changes may be necessary due to increased disability, age, a change in residents at the home, or modification of program direction. OWNER may request funding from SPD Maintenance and Repair Reserve Fund to pay for these renovations.

B. PROCEDURE

1. **OWNER** will be notified in writing by program provider, SPD program staff, or SPD, Community Housing Section that specific remodeling or modification is required.
2. **OWNER** will consult with SPD, Community Housing Section to determine a scope of work that best responds to the programmatic issues.
3. **OWNER** will develop plans, specifications and cost information necessary to complete the work.
4. **FACILITY PLAN:** The OWNER will complete and submit a facility plan with all pertinent cost information, and attach all specification and plan information that has been developed for the work.
5. **SPD, Community Housing Section** will approve the plan in writing. SPD – SPD may require OWNER to execute a Trust Deed or other security agreement to protect the State's investment as a condition of providing the approval. Determination concerning this requirement will be made on a case by case basis.
6. **ADDITIONAL WORK:** If additional work beyond that described in the initial request is necessary, OWNER must submit a change order that describes the work needed, reasons for the work and a cost estimate to SPD, Community Housing Section.
7. **SPD, Community Housing Section** will review the Change Order as submitted by OWNER, and approve or deny.

8. **THE CHANGE ORDER** format may be used for small projects done within two (2) months of completion of the original remodeling or modification.
9. **OWNER** may request interim payment if necessary. SPD, Community Housing Section will review and approve these on a case-by-case basis.
10. **OWNER** will complete all work as stipulated in the SPD-ODDS approved Facility Plan and/or Change Order(s).
11. **OWNER** may include a fee to cover administrative costs to manage the remodeling and renovation work at a rate not to exceed 5% of the total project budget.
12. **OWNER** will provide SPD, Community Housing Section with copies of all final inspections required by any state or local building jurisdiction and a recorded Notice of Completion when applicable.
13. **SPD COMMUNITY HOUSING SECTION** will, when necessary, complete, final inspections to assure satisfactory completion of work. SPD/Community Housing Section will notify **OWNER** of any deficiencies identified, which will be promptly rectified. SPD, Community Housing Section may also conduct interim inspections.
14. **OWNER** will submit a request for final payment upon satisfactory completion. Owner will include copies of final building inspection report and a recorded notice of completion, when applicable.
15. SPD, Community **Housing Section** is responsible for the review and final authorization of payment related to the facility plan and/or change order(s).



Kate Brown, Governor

250 Winter St NE, Room 306
Salem, OR 97301
Voice: (503) 945-5818
FAX: (503) 378-4324

DOCUMENT RETURN STATEMENT

December 22, 2015

Re: Document #: **150499**, hereinafter referred to as "Document."

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

Important: If you have any questions or find errors in the above referenced Document, please contact the contract specialist, Vincent Dunn at (503) 945-6194.

I _____, _____,
(Name) (Title)

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and Housing Authority of Clackamas County, by e-mail from Geneva Degner on December 22, 2015.

On _____, I signed the electronically transmitted Document without
(Date)

change. I am returning the completed signature page and Contractor Data and Certification page and/or Contractor Tax Identification Information form (if applicable) with this Document Return Statement.

(Authorizing Signature) (Date)