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ACHIEVEIT

**SALES ORDER**

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PREPARED FOR

**Yamhill County Public Health**

B.O. 22-227

# SALES ORDER YAMHILL COUNTY PUBLIC HEALTH

## CUSTOMER NOTICE ADDRESS

Bill Michielsen  
412 NE Ford St.  
McMinnville, OR 97128

## CUSTOMER BILLING INFORMATION

412 NE Ford St.  
McMinnville, OR  
97128

Billing Contact:

Billing Email:

Billing Phone:

This Sales Order ("Order") details products and services to be provided for **Yamhill County Public Health** ("Customer") located at the Customer Billing address above, by **Achievelt Online, LLC**. ("Achievelt"), collectively known as the "Parties". Except as expressly stated in this Order, all products and services included in this Order are subject to the attached Achievelt Terms & Conditions ("Agreement"), executed between the Parties as of the date signed by the Customer below.

## 1. TERM

This Order is effective upon the date of the last signature below (the 'Effective Date'). The initial term of this Order shall be one (1) year commencing upon the Effective Date and shall thereafter automatically renew in accordance with the terms set forth in the Agreement.

2. SERVICES AND FEES

All fees associated with this Sales Order shall be invoiced in accordance with the schedule below and payment terms shall be in accordance with the Agreement.

NAME	TYPE	QTY	PRICE	TOTAL
Core - User Tier 1 (1-50)	Annual	20	\$840.00	\$16,800.00
Onsite Kickoff & Training Day	One-Time	1	\$0.00	\$0.00
Plan Loads	One-Time	5	\$0.00	\$0.00
User Certification	Annual	20	\$0.00	\$0.00
			<b>Total</b>	<b>\$16,800.00</b>

The number of Users is as specified above. Each User is required to have a distinct user identification and password to the service. See more detailed usage rules in the Agreement. *Additional Users requires additional license fees at current price list.*

*The terms and pricing provided herein are confidential and proprietary information of AchieveIt. Amounts stated on this Order exclude any applicable taxes, duties, shipping or other third-party fees and/or taxes. Any taxes or fees due will be calculated and specified on the applicable invoice.*

3. CUSTOMER INVOICE PROCESSING REQUIREMENTS

Should Customer’s internal purchasing process require the use of a portal and / or a purchase order (PO) number for invoice payment processing, Customer will provide the appropriate information below or within three (3) business days of date of Order Execution. Customer acknowledges that such requirements are to accommodate Customer’s internal process only and do not add to / change the terms and conditions in the Agreement between AchieveIt and Customer. Please complete for AchieveIt Billing:

PO Required:

PO #: \_\_\_\_\_

Portal Required:

Portal name and link: \_\_\_\_\_

ACHIEVEIT SALES ORDER

In Witness Whereof, the Parties hereto have caused this Sales Order to be approved by their duly authorized representatives as of the date(s) indicated below.

Achieveit Online, LLC

By: *Robert J Walton*

Title: COO/CRO

Date: 07 / 05 / 2022

Yamhill County Public Health

By: Lindsey  
Manfrin

Digitally signed by Lindsey Manfrin  
DN: dc=us, dc=or, dc=yamhill, dc=co,  
ou=County, ou=PHS, ou=Public Health,  
cn=Lindsey Manfrin,  
email=lmanfrin@yamhill.co.us  
Date: 2022.07.11 07:27:30 -07'00'

Title:

Date:

Accepted by Yamhill County  
Board of Commissioners on  
7-7-2022 by Board Order  
# 22-227



**Term & Conditions**

Achievelt Online, LLC (“Achievelt”) and Yamhill County, a political subdivision of the State of Oregon, acting by and through is Yamhill County Health and Human Services Department, Public Health (“Customer”) enter into the terms and conditions set forth below (“Terms”) as of the 7<sup>th</sup> day of July, 2022, regarding the products and services identified on any sales order (“Sales Order”). The Terms and the Sales Order are hereby collectively referred to as the “Agreement”. In consideration of the premises and of the mutual covenants and obligations hereafter set forth, the parties agree as set forth below.

**PLEASE READ THESE SUBSCRIPTION TERMS CAREFULLY AND PRINT A COPY FOR CLIENT’S RECORDS.**

1. SERVICES: Achievelt agrees to provide the services set forth on the Sales Order to Customer, which Services may include Achievelt’s proprietary software that is described on the Sales Order that is made available by Achievelt and its licensors online via a URL as well as implementation, consulting or support services (the “Services”) solely for Customer’s own internal business purposes subject to the terms of this Agreement. All rights not expressly granted to Customer are reserved by Achievelt and its licensors. The Services may be utilized by the number of Users set forth on a Sales Order. “Users” means a designated individual that cannot be shared by more than one individual but can be transferred or reassigned to a new designated individual replacing a former individual no longer using the Services.
2. RESTRICTIONS; OWNERSHIP: Customer is permitted to store, manipulate, analyze, reformat, print, and display the content, data and information included as part of the Services (“Content”) only for Customer’s internal business use. Unauthorized use, resale, or commercial exploitation of the Services or the Content in any way is expressly prohibited. Customer agrees not to reverse engineer the Services or Content, or access the Services or Content in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions, or graphics of the Services, or (iii) copy any ideas, features, functions, or graphics of the Services or Content. Customer shall not copy, license, sell, transfer, make available, distribute, or assign the Services, this Agreement or the Content to any third-party. Customer shall not create Internet “links” to the Services or “frame” or “mirror” any Content contained on, or accessible from, the Services on any other server or Internet-based device. Achievelt alone (and its licensors, where applicable) shall own all right, title, and

interest, including all related intellectual property rights, in and to the Services, Content, and any suggestions, ideas, enhancement requests, feedback, or other information provided by Customer relating to the Services or the Content. The Achievelt name and logo are trademarks of Achievelt, and no right or license is granted to use them.

3. **FEES; EXPENSES; LATE PAYMENT; BILLING:** The usage fees, as well as any other up-front fee, are detailed on the Sales Order, exclusive of all taxes and begin on the date of Customer's acceptance of this Agreement. Reasonable and necessary out-of-pocket expenses associated with the delivery of on-site services, if any, including transportation to/from airports, to/from Customer's locations (such as taxis, trains, rental cars, and air travel costs), business meals, and hotel expenses will be invoiced monthly in arrears. Payment is due within 30 days after the date of the invoice. Achievelt charges and collects in advance for the use of the Services, payable annually by check or credit card. Customer will be invoiced and billed upon each renewal of the Agreement. Payments shall be made in US dollars and are non-cancelable and non-refundable. Any undisputed amounts not paid by the due date will be subject to a late fee equal to one and one-half (1.5%) percent per month, or the maximum amount allowed by law if less. Customer will be liable for all costs of collection of undisputed overdue amounts including, without limitation, all court costs and attorneys' fees Achievelt incurs.
4. **TERM; TERMINATION:** Unless earlier terminated as set forth below, the term of this Agreement shall continue for the "Initial Term" set forth on the Sales Order. The Agreement will automatically renew for the same duration or time period as the "Initial Term" unless either party gives 90 days' advance written notice of its intent not to renew. Achievelt may increase the fees for such renewal terms upon prior written notice to Customer. Either party may terminate this Agreement by providing 30 days' written notice upon the material breach of this Agreement by the other party if such breach or violation is not cured during such notice period. In the event of such a termination, Achievelt shall not be liable to Customer nor any third-party for any termination of Customer's account or access to the Services. Upon expiration or termination of the Agreement, all rights to access or use the Services terminate, and, so long as Customer is not in breach of this Agreement, Achievelt will make available to Customer a file of the Customer Data within 30 days of termination notice if Customer so requests. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement shall survive the termination or expiration of this Agreement. In addition, Customer may terminate this Agreement on thirty days prior written notice to Achievelt if Customer determines in its sole and reasonable discretion that it is in the public interest to terminate this Agreement or if Customer no longer receives funds adequate to enable it to continue this Agreement. Annual fees for the then term shall not be refundable if prepaid and due if unpaid at the date of termination.

5. **PRIVACY; SECURITY:** The privacy policy applicable to the Services can be found online at [www.Achievelt.com](http://www.Achievelt.com) and is hereby incorporated into this Agreement by reference. Achievelt reserves the right to modify this privacy policy in its reasonable discretion from time to time. Achievelt shall use reasonable measures available to protect the security of Customer's data, including data encryption and virus protection, but does not warrant or guarantee that the Services are free from the vulnerability of Internet attacks.
6. **CONFIDENTIAL INFORMATION:** Each party may disclose to the other party certain Trade Secrets and Confidential Information of such party or of such party's associated companies, distributors, licensors, suppliers, or customers. For purposes of this Agreement, "Trade Secrets" means information that is a trade secret under law; "Confidential Information" means information, other than Trade Secrets, that is of value to its owner and is treated as confidential; "Proprietary Information" means Trade Secrets and Confidential Information; the "Disclosing Party" refers to the party disclosing Proprietary Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "Recipient" refers to the party receiving any Proprietary Information hereunder, whether such disclosure is received directly or through Recipient's employees, providers or agents. Recipient agrees to hold the Proprietary Information disclosed by Disclosing Party in confidence and not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information disclosed by Disclosing Party to any third party, or utilize the Proprietary Information disclosed by Disclosing Party for any purpose whatsoever other than as expressly contemplated by this Agreement or as required by law. Customer acknowledges that the Services and Content are the Proprietary Information of Achievelt or its licensors and other providers. The obligations in this Section shall continue for so long as such information constitutes Proprietary Information. The foregoing obligations shall not apply if and to the extent that Recipient establishes that the information communicated was publicly known at the time of Recipient's receipt or has become publicly known other than by a breach of this Agreement. Both parties acknowledge and agree that they may have to provide the other party's Proprietary Information or other data or information if they or their licensors or providers are ordered by an administrative agency or other governmental body of competent jurisdiction to disclose such information.
7. **NO BUSINESS ASSOCIATE RELATIONSHIP:** Customer represents and warrants that it will not provide Achievelt with any Protected Health Information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act and regulations promulgated thereunder ("HIPAA"). Because Achievelt does not receive or process any PHI in the normal course of business in providing

the Services to Customer or any of Achievelt's customers generally, Achievelt is not a Business Associate under HIPAA. Subject to Article 11, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Customer will indemnify and hold Achievelt harmless from and against any and all losses arising out of Customer's failure to comply with the warranty in this Section 7.

8. ACCOUNT INFORMATION AND DATA: All data submitted by Customer to Achievelt ("Customer Data"), whether posted by Customer or by third parties, shall remain the sole property of Customer or such third parties, as applicable, unless specifically notified in advance. Customer grants to Achievelt the non-exclusive, worldwide, right to use, copy, store, transmit and display Customer Data solely to the extent necessary to provide the Services. Customer, not Achievelt, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data, and Achievelt shall not be responsible or liable for any action taken by the Customer that results in the deletion, correction, destruction, damage, loss, or failure to store any data.
9. USER MANAGEMENT: Users will be required to use login information to access the Services and comply with this Agreement. Customer will manage and administer the login information for its designated Users. Customer is responsible for all uses of the login information and all actions of any individual using login information, including without limitation any breach by Customer or Users of the terms and conditions of this Agreement. Customer will:(1) protect the confidentiality of all login information, and (2) notify Achievelt of any breach of the confidentiality of any login information. Customer will not provide login information to any person that is not authorized to access and use the Services.
10. MUTUAL INDEMNIFICATION: Each party shall indemnify and hold the other party, its licensors, and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim alleging that use of the Customer Data (in the case of Customer as the indemnifying party) or use of the Services (in the case of Achievelt as the indemnifying party) infringes the rights of, or has caused harm to, a third party; provided that the indemnified party (i) gives written notice of the claim promptly to the indemnifying party (ii) gives the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party may not settle or defend any claim unless it unconditionally releases the indemnified party of all liability and such settlement does not affect the indemnified party's business); (iii) provides to the indemnifying party all available information and assistance; and (iv) has not compromised or settled such claim. Achievelt shall have no indemnification obligation, and Customer shall indemnify Achievelt pursuant to this Agreement, for

claims arising from any infringement arising from the combination of the Services with any of Customer's products, service, hardware, or business process(s). Notwithstanding the above, Achievelt acknowledges and agrees that Customer's indemnification obligations under this Section are subject to and limited by Article 11, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act.

11. **WARRANTY; DISCLAIMER OF WARRANTIES:** Achievelt warrants that the Services will perform substantially in accordance with its existing user guides with a minimum of 98% uptime availability (except for regularly scheduled and emergency maintenance). Customer's sole remedy and Achievelt's sole liability for any failure of the Services to conform with the foregoing warranty is to use commercially reasonable efforts to cure such failure. EXCEPT FOR THE FOREGOING WARRANTY, ACHIEVEIT AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, INTERNET AVAILABILITY, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES OR ANY CONTENT; ACHIEVEIT AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICES OR CONTENT OR ANY INFORMATION PROVIDED BY ACHIEVEIT WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) ERRORS, OR DEFECTS WILL BE CORRECTED, OR (E) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER UNDERSTANDS THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS PARAGRAPH, THE SERVICE AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS; AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY ACHIEVEIT AND ITS LICENSORS. The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Achievelt is not responsible for and delays, delivery failures, or other damage resulting from such problems.
12. **LIMITATION OF LIABILITY:** EXCEPT ARISING OUT OF A BREACH OF SECTION 2, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. EXCEPT ARISING OUT OF A BREACH OF SECTION 2, IN NO EVENT SHALL EITHER PARTY OR

ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. ADDITIONAL RIGHTS: Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer.
14. GENERAL: Customer agrees to provide Achievelt with complete and accurate billing and contact information on the Sales Order. Customer agrees to update this information within 30 days of any change to it. Customer grants Achievelt the right to use the Customer's name and logo in Achievelt promotional and advertising material. This Agreement shall be governed by Oregon law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Services shall be subject to the exclusive jurisdiction of the state and federal courts located in Yamhill County, Oregon. No text or information set forth on any other purchase order, preprinted form, or document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Customer and Achievelt as a result of this Agreement or use of the Services. The failure of Achievelt to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Achievelt in writing. This Agreement comprises the entire agreement between Customer and Achievelt and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein or to existing services or licenses that were previously purchased by Customer from Achievelt, including without limitation the terms of request for proposal or Achievelt's response thereto or any agreement between the parties for existing services. Customer will not assign or transfer this Agreement, by operation of law or change in control or otherwise, without Achievelt's prior written consent, which consent shall not be unreasonably conditioned, denied or withheld. This Agreement shall be binding upon and shall inure

to the benefit of the Parties hereto and their respective permitted successors and assigns. Notwithstanding anything set forth herein to the contrary, Achievelt may modify or update these Terms by providing electronic notice to Customer. A Sales Order may be executed in any number or counterparts, each of which shall be deemed a part of the same original. If either Achievelt or Customer employs attorneys to enforce any rights arising out of or relating to this Agreement, each party shall be responsible for their own attorneys' fees and costs.

15. STATUTORY AND REGULATORY COMPLIANCE: **Compliance with Applicable Laws:** Achievelt shall comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the provision of goods and/or services under this Agreement, including, without limitation, the provisions of ORS 279B.220 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101-336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Achievelt shall comply with all applicable federal, state and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income. The requirements of Article XI, Section 10, of the Oregon Constitution are incorporated into this Agreement by reference. Furthermore, Achievelt certifies compliance with the tax laws of the State of Oregon or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317 and 318.

**Compliance with Oregon Procurement Statutes:** If applicable, Achievelt shall comply with the following statutory regulations:

- a. Achievelt shall make payment promptly, as due, to all persons supplying to Achievelt labor or material for the performance of the work provided for in this Agreement. ORS 279C.505 (1)(a).
- b. Achievelt shall pay all contributions or amounts due the Industrial Accident Fund from Achievelt or subcontractor incurred in the performance of this Agreement. ORS 279C.505 (1)(b).
- c. Achievelt shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished. ORS 279C.505 (1)(c).
- d. Achievelt shall demonstrate that it has in place an employee drug testing program. ORS 279C.505(2).

- e. Achievelt shall pay to the Department of Revenue all sums withheld from employees under ORS 316.617.
- f. Achievelt shall salvage or recycle construction and demolition debris if feasible and cost effective. In contracts for lawn and landscape maintenance, Achievelt shall compost or mulch yard waste material at an approved site if feasible and cost-effective. ORS 279C.510(1).
- g. Achievelt shall promptly pay, as due, all persons supplying labor and services furnished to Achievelt or a subcontractor by any person in connection with this Agreement as the claim becomes due. If Achievelt fails to pay any such claim, Customer may pay the claim and charge the payment against the funds due or to become due Achievelt by reason of the Agreement, pursuant to ORS 279C.515(1).
- h. If Achievelt or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from Customer, Achievelt or first-tier subcontractor shall owe the person the amount due plus interest commencing at the end of the ten (10) day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- i. Achievelt shall make payment to any person furnishing labor or materials in connection with this Agreement within thirty (30) days after receipt of payment from Customer or Achievelt, Achievelt or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Achievelt or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after the date when payment was received from the contracting agency or from Achievelt, but the rate of interest may not exceed thirty (30) percent. The amount of interest may not be waived. ORS 279C.515(2).
- j. If Achievelt or a subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(3)

- k. Achievelt shall comply with all applicable provisions of federal, state, or local statutes, ordinances, and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under the Agreement. ORS 279C.525
- l. Achievelt shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services, or other needed care and attention, incident to sickness or injury, to the employees of Achievelt, of all sums that Achievelt agrees to pay for the services and all moneys and sums that Achievelt collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).
- m. If Achievelt is a subject employer, Achievelt will comply with ORS 656.017. ORS 279C.530(2).
- n. No person shall be employed by Achievelt for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of forty (40) hours a week and for work performed on any legal holiday specified in ORS 279C.540.
- o. Achievelt shall comply with maximum hours of work, holidays, and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
- p. Achievelt shall comply with ORS 279C.550 through 570 regarding withholding of retainage. The withholding of retainage by Achievelt or subcontractor shall be in accordance with ORS 701.420 and 701.430.
- q. Achievelt shall comply with ORS 279C.570 regarding prompt payment, progress payments, and rate of interest.
- r. Achievelt shall include in each subcontract for property or services entered into by Achievelt and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract: a payment clause that obligates Achievelt to pay the first-tier subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to Achievelt by the contracting agency under the Agreement; and an interest penalty clause that obligates Achievelt, if payment is not made within thirty (30) days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of Achievelt 's subcontracts and in each of the first-tier

subcontractor's subcontracts and each of the first-tier subcontractor's subcontractors shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.

s. Achievelt shall comply with ORS 279C.605 regarding Notice of Claim.

**Certification of Compliance with ORS 279A.112:** The individual signing this Agreement on behalf of Achievelt certifies that Achievelt has a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class that complies with the requirements of ORS 279A.112(2)(b). The undersigned further certifies that Achievelt will maintain said policy and practice it in full force and effect throughout the entire term of this Agreement.

16. **INSURANCE:** Achievelt shall maintain or cause to maintain through its 3<sup>rd</sup> party PEO (Professional Employer Organization) during the entire term of this Agreement (i) workers compensation insurance in compliance with statutory requirements, (ii) commercial general liability insurance (including personal injury liability, products and completed operations coverage), on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury, death and property damage, with an annual aggregate limit of \$3,000,000, and (iii) professional liability insurance, including errors and omissions coverage, with not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate, to protect against all loss suffered by Client or third parties, including financial and consequential lost, caused by error, omission or negligent acts related to the performance of Services under this Agreement. The required insurance coverages shall be with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and reasonably acceptable to Customer. At Customer's request, Achievelt shall furnish Customer with certificates of insurance for the required insurance coverages, that indicate the types of insurance coverage, the identity of all persons or entities covered, the amounts of insurance coverage, and the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled without written notice to Customer by Achievelt.
17. **NOTICES:** All notices or other communications which may be required by either party to the other party pursuant to this Agreement shall be in writing and shall be hand delivered (including delivery by courier so long as a receipt or confirmation of delivery is obtained), sent by recognized overnight delivery service (such as FedEx® or UPS®), or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid. Customer's initial notice address is the billing address set forth in the Sales Order. Achievelt's notice address is as follows:

ACHIEVEIT SALES ORDER

Chief Executive Officer / Chief Financial Officer  
Achieveit Online, LLC  
6595 Roswell Rd, Suite G2155  
Atlanta, GA 30328

Each notice which shall be mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee, or at such time as delivery is refused by the addressee upon presentation; provided, however, that notices sent by mail shall be deemed received on the third business day following the date such notice is deposited in the mail.

**In Witness Whereof**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) indicated below.

Achieveit Online, LLC

By: *Robert J Walton*

Title: COO/CRO

Date 07 / 05 / 2022

Yamhill County Public Health

By: Lindsey Manfrin

Title:

Date:

Digitally signed by Lindsey Manfrin  
DN: dc=us, dc=se, dc=yamhill, dc=co,  
ou=Yamhill County, ou=Public Health,  
cn=Lindsey Manfrin,  
email=manfrin@co.yamhill.or.us  
Date: 2022.07.11 07:52:48 -0700

B.O. 22-227

# Signature Certificate

Reference number: SHUN7-JASBP-HZTVC-6MVAZ

Signer	Timestamp	Signature
<b>Bob Walton</b> Email: <a href="mailto:bwalton@achieveit.com">bwalton@achieveit.com</a> Shared via link		
Sent:	05 Jul 2022 17:50:39 UTC	IP address: 174.203.209.148
Viewed:	05 Jul 2022 17:52:12 UTC	Location: Charlotte, United States
Signed:	05 Jul 2022 17:53:41 UTC	

Document completed by all parties on:  
05 Jul 2022 17:53:41 UTC

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Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



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