



Agreement Number 179210

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "ODHS" and

**Yamhill County
627 NE Evans Street
McMinnville, OR 97128
Attention: Lindsey Manfrin
Telephone: (503) 434-7525 x 4719
Email Address: manfrinl@co.yamhill.or.us**

hereinafter referred to as "Agency."

Work to be performed under this Agreement relates principally to ODHS'

**Office of Vocational Rehabilitation (VR)
500 Summer Street NE, E-87
Salem, Oregon 97301
Contract Administrator: Amy Rebiejo or delegate
Telephone: (503) 383-6439
E-mail address: VR.ContractInquiries@odhsoha.oregon.gov**

1. Effective Date and Duration

- a.** 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 **February 13, 2023**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2025**. 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.
- b.** Upon execution of this Agreement, the parties mutually agree to terminate Agreement **169645**, as provided for in Exhibit B "Standard Terms and Conditions," Section 10 "Termination," Subsection c.

2. Agreement Documents.

- a.** This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:
 - (1) Exhibit A, Part 1: Statement of Work
 - (2) Exhibit A, Part 2: Payment and Financial Reporting
 - (3) Exhibit A, Part 3: Special Provisions
 - (4) Exhibit B: Standard Terms and Conditions
 - (5) Exhibit C: Subcontractor Insurance Requirements
 - (6) Exhibit D: Federal Terms and Conditions

There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

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

3. Consideration.

- a.** The maximum not-to-exceed amount payable to Agency under this Agreement, which includes any allowable expenses, is **\$300,000.00**. ODHS will not pay Agency 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.** ODHS will only pay for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by Agency as set forth in Exhibit A.

4. **Contractor or Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:

Agency is a subrecipient Agency is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 84.126

5. **Agency Data and Certification.**

a. **Agency Information.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Agency Name (exactly as filed with the IRS): Yamhill County

Street address: 535 NE Fifth St.

City, state, zip code: McMinnville, OR 97128

Email address: morenom@co.yamhill.or.us

Telephone: (503) 474-4911 Facsimile: (503) 434-7553

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

Commercial General Liability Insurance Company: CIS

Policy #: 22LYAMC Expiration Date: 7/01/23

Professional Liability Insurance Company: CIS

Policy #: 22LYAMC Expiration Date: 7/01/23

Automobile Liability Insurance Company: CIS

Policy #: 22LYAMC Expiration Date: 7/01/23

Workers' Compensation Insurance Company: SAIF

Policy #: 871736 Expiration Date: 7/01/23

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

- (1) Agency 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 Agency and that pertains to this Agreement or to the project for which the Agreement work is being performed. Agency 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. Agency 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 Agency;

- (2) The information shown in Section 5a, "Agency Information" above is Agency's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, Agency has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) Agency and Agency's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (5) Agency is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at <https://www.sam.gov/SAM>;
- (6) Agency is not subject to backup withholding because:
 - (a) Agency is exempt from backup withholding;
 - (b) 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
 - (c) The IRS has notified Agency that Agency is no longer subject to backup withholding; and
- (7) Agency's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Agency shall provide ODHS with the new FEIN or SSN within 10 days.

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

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

6. Signatures.

Yamhill County

By:



Authorized Signature

Chair

Title

Lindsay Berschauer

Printed Name

3.9.23

Date

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

By:



Authorized Signature

Business Operations Manager

Title

Bryan Campbell

Printed Name

3/16/2023

Date

Approved for Legal Sufficiency:

Approved by Jeff Wahl
Department of Justice

2/27/2023
Date

Accepted by Yamhill County
Board of Commissioners on
3.9.23 by Board Order
B.O. 23-91

EXHIBIT A

Part 1 Statement of Work

1. Performance Standards

- a. Agency's provision of the tasks or Services and deliverables described in this Agreement must meet the highest performance standards prevalent in the industry or business most closely involved in providing Vocational Rehabilitation (VR) Job Placement Services. Agency affirms Agency is qualified to provide these VR Job Placement Services and will provide the Competitive, Integrated Employment (CIE) Services to Participants referred to Agency by VR.
- b. Agency is prohibited from negotiating Services that are not in this Agreement with VR branch managers, Vocational Rehabilitation Counselors (VRC), or VR support staff.
- c. Conflict of Interest when working with VR Participants:
Agency recognizes their own personal or professional relationships may interfere with their ability to provide Services ethically and professionally.
Agency acknowledges they will not provide Services under this Agreement to family or co-workers family.
- d. If Agency, Agency's employees, or a VR approved Subcontractor is an Employment Network (EN) with the Social Security Administration or the VR Ticket to Work (TTW) program, and Agency has not signed the TTW General EN Agreement with VR, as stated in 20 CFR 411.400, Agency must have the TTW General EN Agreement signed and in place before Agency can provide Job Placement Services under this Agreement.

2. Definitions

For the purposes of this RFA, capitalized words are defined in OAR 125-246-0110 or as defined below.

- a. "**Authorization for Purchase**" or "**AFP**" means a document created in the Oregon Rehabilitation Case Automation (ORCA) system that allows expenditures to occur on behalf of a Participant. An AFP serves as Oregon VR's guarantee of payment to a vendor or a Participant for the purchase of goods or Services.
- b. "**Career Exploration**" means the activities that support the Participant for the purpose of identifying the job goal for development of the Individualized Plan for Employment. It may include activities for the Participant to assess the feasibility of a job goal, strengths and concerns, job shadows, informational interviews, labor market surveys, vocational testing, and other job-related experiences.
- c. "**Community Based Work Assessments**" or "**CBWA**" means the assessments utilized to determine a Participant's work strengths, compensatory skills, types, and levels of support needs that cannot be identified through the Vocational Rehabilitation Counselor's comprehensive vocational assessment, eligibility documentation, or any other means. CBWA's are not vocational goal specific but

must be completed in a Competitive Integrated Employment setting. The CBWA will provide information that supports the Vocational Rehabilitation Counselor's ability to write a thorough and comprehensive IPE.

- d. **“Company”** means as a singular business structure falling under one Federal Employer Identification Number, regardless of subsidiary businesses or “doing business as” designations.
- e. **“Competitive Integrated Employment”** or **“CIE”** means work that:
 - (1) Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate required under the applicable state or local minimum wage law for the place of employment; and
 - (2) Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and
 - (3) Is eligible for the level of benefits provided to other employees; and
 - (4) Is at a location typically found in the community; and
 - (5) Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and vendors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing Services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons; and
 - (6) Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.
- f. **“Contractor”** means a person or business entity that agrees to legally enforceable terms and conditions under which the entity supplies products or performs Services according to an agency's specifications and for the purpose of accomplishing results the agency intends.
- g. **“Contractor Signee”** means the authorized representative that holds the responsibility for delivering and signing any Solicitation and Agreement documentation for the Agency.

- h. **“Core Competency”** means the foundation of an employment professional’s knowledge and are intended to be part of the larger organizational training and competency plan for individuals who deliver employment Services. Demonstration of competency under this Agreement must be achieved by completing 12 online Core Competency modules prior to providing Services under this Agreement.
- i. **“Customized Employment”** means competitive integrated employment for an individual with a significant disability, that is based on an individualized determination of the unique strengths, needs, and interests of the individual with a significant disability that is designed to meet the specific abilities of the individual with a significant disability and the business needs of the employer; and carried out through flexible strategies, such as:
 - (1) Working with an employer to facilitate placement, including -
 - (2) Customizing a job description based on current employer needs or on previously unidentified and unmet employer needs.
 - (3) Developing a set of job duties, a work schedule and job arrangement, and specifics of supervision (including performance evaluation and review) and determining a job location.
 - (4) Using a professional representative chosen by the individual, or if elected self-representation, to work with an employer to facilitate placement.
- j. **“Direct Placement”** means the immediate placement of a Participant into Competitive Integrated Employment, that aligns with the Participant’s job goal and the number of work hours requested, at any point prior to referral to the Agency.
- k. **“Employee Roster”** means a form that lists the Agreement signee, and Agreement employees, or VR approved Subcontractors. This form is required to be resubmitted when additions to and removal of Agency employees or VR approved Subcontractors working under the Job Placement Services Agreement are made, within 30 days of the change, for the duration of the Agreement. It is the Agency’s responsibility to maintain all required documents and submit this Employee Roster to VR.ContractInquiries@odhs.oregon.gov for all changes in status of Agreement signee, Agency, Agency’s employees or VR approved Subcontractor working under the Agreement.
- l. **“Employment Network”** or **“EN”** is defined as either an agency or instrumentality of a State (or political subdivision of the State) or a private entity that assumes responsibility for the coordination and delivery of employment, vocational rehabilitation or other support services to those beneficiaries who have assigned their Tickets to the EN.
- m. **“Individualized Placement and Support”** or **“IPS”** means the model of supported employment for people with serious mental illness. IPS supported employment helps people living with behavioral health conditions work at CIE opportunities that align with their informed choices. For purposes of this Agreement, IPS is an evidence-based practice of supported employment.

- n. **“Individualized Plan for Employment”** or **“IPE”** means a plan for attaining an individual's vocational objective. The IPE identifies Services necessary to assist the individual to prepare for, secure, retain, regain successful CIE, or advance in their career consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. The IPE identifies the vocational goal, hours of work desired per week, required Services, approved service providers, costs, time frames, and the individual's responsibilities under the plan.
- o. **“Informed Choice”** means that an individual, and any guardian or representative, who applies for Vocational Rehabilitation Services or is eligible to receive Services, shall be an active and full partner throughout the vocational rehabilitation process as described in 34 CFR §361.52. Informed choice also means the counselor clarifies choices by using the preferred language of the applicant or participant and using rehabilitation counseling knowledge and skills; and individuals receive sufficient information to make a decision concerning the rehabilitation process and CIE opportunities.
- p. **“IPS Career (Vocational) Profile”** means a summary of information gathered from Participant’s support team and mental health treatment team. The summary information in the IPS Career (Vocational) Profile will indicate the support needs of the Participant on the job and will be used to help identify a job or career goal, for job searching, and for the on-the-job supports. It collects and stores information about a Participant’s workplace capabilities and limitations. An IPS Career (Vocational) Profile goes beyond objective measures such as aptitude test scores to include notations regarding the Participant’s strengths, interests, needs, and goals.
- q. **“Job Coach”** means the person who provides Job Coaching Services and who provides necessary prompts, develops natural supports for long-term success, and works with the employer toward a more effective working relationship with the Participant.
- r. **“Job Coaching”** means the direct Services authorized by the Vocational Rehabilitation Counselor and provided to teach the Participant the essential skills necessary to complete required job tasks beyond what is normally provided by the employer. Job Coaching Services include onboarding activities, defined as necessary extensive assistance with activities such as attending new hire trainings, developing strategies to ensure comprehension of new hire expectations, and one-on-one review and study of employee manuals and job-related materials. Job Coaching may also include job related tasks such as basic work etiquette, job related time management, hygiene, organization, task analysis, self-advocacy, and disclosure.
- s. **“Job Placement Plan”** means the plan that defines the Participant’s documented work conditions and involvement for success on the job including number of hours and job type, addresses the information in the Referral form, and outlines the unique set of steps the Agency will take for placement and retention in CIE.

- t. **“Job Placement Services”** means activities completed by the Agency, after the acceptance of the Referral and the Job Placement Plan by the Vocational Rehabilitation Counselor and Participant, that are needed to obtain CIE. Job Placement Services include all work outlined and accepted in the Referral form, all strategies and methods outlined in the Job Placement Plan, as well as any additional meetings necessary to accomplish the work.
- u. **“Job Placement Services Contract Training”** or **“JPSCT”** is a course intended to develop knowledge and skills for providing Services to VR participants under this Agreement, as well as covering changes from the previous Agreement.
- v. **“Job Retention Plan”** means the plan that defines how Agency will support the Participant’s needs in maintaining CIE.
- w. **“Job Search Assistance”** is a direct service provided in place of Job Placement Services when the Participant will need limited job search assistance. It includes helping facilitate the Participant’s use of community resources in their independent job search.
- x. **“Job Search Plan”** means a plan created after completion of the IPS Career (Vocational) Profile to plan for the barriers to Competitive Integrated Employment that are identified in the Profile, with the help of the Participant’s mental health treatment team and natural supports. Employment goals and preferences are also identified, and job search strategies are developed.
- y. **“Job Stability”** means the Participant, VRC, and employer agree that the job is satisfactory, Participant is adequately performing the duties of the job to the Participant’s and employer’s satisfaction, job continues to match the vocational goal and number of hours as listed on the Individualized Plan for Employment and Job Placement Plan. Long-term supports have been defined and are in place, if needed.
- z. **“Licensed Mental Health Professional”** or **“LMHP”** means an individual who is qualified by education, licensing, and training to meet the professional standards of conduct set forth by an Oregon state licensing authority.
- aa. **“Monthly Job Placement Report”** means the Monthly Job Placement Reports describing the effectiveness and progress of the steps and expectations outlined in the Job Placement Plan for placement.
- bb. **“Monthly Job Retention Report”** means the Monthly Job Retention Report outlining the expectations identified in the Job Retention Plan.
- cc. **“Oregon Forward”** formerly known as a **“Qualified Rehabilitation Facility”** or **“QRF”** means a qualified nonprofit agency as described in ORS 279.835 through 279.855.
- dd. **“Participant”** means a reportable individual, sometimes also called a **“client”** has been determined eligible for VR Services and can benefit from rehabilitation Services to assist in achieving CIE.

- ee. **“Placement”** means obtaining CIE with the Participant’s agreed upon vocational goal and the hours the Participant requests to work as documented in the accepted Referral Form and Job Placement Plan.
- ff. **“Portfolio”** means a Portfolio individualized for a Participant that includes elements as requested by the Vocational Rehabilitation Counselor in the Referral form and during the Job Placement Plan Meeting, or as listed in the AFP for participants not referred to Job Placement Services.
- gg. **“Qualified Mental Health Associate”** or **“QMHA”** means an individual delivering Services under the direct supervision of an QMHP. The QMHA is responsible for providing rehabilitative mental health and some treatment Services to individuals suffering from severe emotional disorders.
- hh. **“Qualified Mental Health Professional”** or **“QMHP”** means a clinician in the human-services field who is trained and experienced in providing psychiatric or mental health services to individuals who have a psychiatric diagnosis.
- ii. **“Referral”** means the completed Referral form delivered to the Agency. The Referral will include the Participant’s vocational goal, amount of work hours per week desired by the Participant, disability barriers, predetermined Job Placement Services Track, all required Services available under an Agreement, and additional elements necessary for Agency to make an informed decision whether to accept or deny the Referral.
- jj. **“Retention”** means an array of individualized Services, provided by the Agency, while working with the Participant and employer, to determine issues, and solutions on the job, to ensure Participant’s employment success. It includes ongoing and routine engagement of employer and or Participant to identify issues affecting job performance and to establish a plan for remediation which will allow the Participant to make changes to maintain CIE. This will be based on Participant’s preference of disclosure. Retention has been successfully achieved when the Participant has reached 90 days of successful CIE and Job Stability. Retention is not Job Coaching. Refer to the definition for Job Coaching.
- kk. **“Self-Placement”** means a Participant discovers a job lead, applies, interviews, and obtains CIE on their own without assistance from a Job Placement Services Agency. Self-Placement may occur at the same time as Job Placement Services.
- ll. **“Subcontractor”** means any individual who has an agreement with a Agency to complete all or part of a service. Agency must obtain ODHS written authorization prior to subcontracting.
- mm. **“Supported Employment”** means CIE, including customized employment, or employment in an integrated work setting in which an individual with a most significant disability, including a youth with a most significant disability, working towards CIE that is individualized, and or customized, and consistent with the unique strengths, abilities, interests, and informed choice of the individual, including with ongoing support Services for individuals with the most significant disabilities for whom CIE has not historically occurred, or for whom CIE has been interrupted or intermittent as a result of a significant disability; and for

whom CIE has not historically occurred, or for whom CIE has been interrupted or intermittent as a result of a significant disability; and because of the nature and severity of their disabilities, need intensive supported employment Services and extended Services after the transition from support provided by the designated State unit, in order to perform this work.

- nn.** “**Targeted Vocational Assessment**” or “**TVA**” means a community-based opportunity that evaluates specific vocational skills, tasks, and determines accommodations needed for success in the desired employment field.
- oo.** “**Ticket To Work**” or “**TTW**” means an employment program created in 1999 by the Ticket to Work and Work Incentives Improvement Act and administered by the Social Security Administration (SSA). The program is voluntary and offers beneficiaries, expanded opportunities to obtain the Services and supports that they need to work and to achieve their employment goals.
- pp.** “**Vocational Rehabilitation**” or “**VR**” means the State program within the Oregon Department of Human Services, responsible for carrying out the responsibilities specified in ORS 344.511.(13).

3. Description of VR Job Placement Tracks

a. Job Placement Services Track 1 – Standard Employment

Track 1 Participants have the ability and motivation necessary to do the job but may experience employment barriers that impact their access to available jobs in the market, which may prevent the employer from recognizing them as viable candidates. Due to these barriers, Track 1 Participants will require third-party placement assistance but will not require long term supports.

b. Job Placement Services Track 2 – Supported Employment

Track 2 is designed for Participants with significant disabilities who demonstrate motivation but lack the ability to be competitive in the job market, such as difficulty multi-tasking -or- who demonstrate lower productivity levels than others who perform similar work tasks in a CIE environment. Track 2 Participants may require more flexible strategies, such as working with employers to facilitate placement, customizing a job description based on existing or unidentified employer needs, developing a set of job duties, modifying the work schedule, and arranging for provision of job supports.

c. Job Placement Services Track 3 – Customized Supported Employment

Track 3 is intended for supported employment Participants who exhibit the most significantly challenging functional limitations. There is no job description with intensive support and or customized employment. The Agency must negotiate with the employer to create a job where the Participant can use their skills to benefit the employer. The employer will help the Participant develop their job description and support the development of supports at the worksite.

4. **Services to be Provided**

a. **Referral**

The VRC will provide the Agency with a Referral form and AFP. The VRC, Participant and Agency may meet to discuss the Referral with the objective to share information to assist in the development of the Job Placement Plan.

The VRC, Participant or the Agency may agree that the Referral meeting is not necessary. The VRC will make the final decision about having the Referral meeting when there is a disagreement about its need.

Upon accepting the Referral, Agency will not put a Participant on hold from Job Placement Services without written acceptance from VR. Agency will submit reasoning for a hold in writing to the VRC at least seven (7) days prior to the proposed hold beginning. VRC will respond in writing within seven (7) days.

(1) **Referral Acceptance**

The Agency shall return a copy of the completed signed Referral form to the referring VRC within seven (7) days of receipt of the Referral.

Agency shall also submit an invoice requesting payment for an accepted Referral to VR. For each accepted Referral, the Agency will be paid a one-time Referral payment.

(2) **Referral Rejection**

If the Referral is rejected, Agency will state the reasons for rejection on the VR Referral form within seven (7) days of the Referral.

When the Agency attends the Referral meeting and the Agency decides to reject the Referral, the Agency will be paid for the Referral upon submission of an invoice to VR.

b. **IPS Supported Employment Referral**

For referral(s) to an IPS Supported Employment Agency from VR the VRC will provide the Agency with a Referral form and AFP.

When an IPS Supported Employment Agency refers a potential participant to VR, the IPS Supported Employment Agency will submit a comprehensive IPS Career (Vocational) Profile assessment at the Referral meeting.

An IPS Career (Vocational) Profile is necessary for all IPS Participants. The Agency shall submit a completed Profile. Examples of Profile elements are a resumé, an online application in print, profile page, interview skill building, and other job preparation activities deemed necessary by the VRC to reach a CIE outcome. Participant's preferences, supports and benefits received should also be included in the Profile.

If the IPS Supported Employment Agency refers a potential Participant to VR, the IPS Supported Employment Agency will be paid a Referral fee.

c. Direct Referral

A Direct Referral form is not required when Agency initiates Service with VRC.

d. Portfolio

The Agency will complete a Portfolio when requested by the VRC through the Referral form and AFP, at the time of the Referral for Services. The Portfolio is not required for all Participants or all Job Placement Tracks.

The Agency will also complete a Portfolio, if authorized through an AFP when the Participant does not need Job Placement Services, but requires assistance with resume' building, interview skills, or application completion.

The Agency will not provide a Portfolio in situations where Participant is receiving or has received Job Search Assistance. Job Search Assistance shall not be provided when a Portfolio was received. One exception may be made in extraordinary circumstances based on the VRC's recommendation and the VR branch manager's approval.

The completed Portfolio must be submitted to the VRC prior to or along with the first Monthly Job Placement Report, or within 30 days of AFP receipt by the Agency for Participants not referred for Job Placement Services.

The Portfolio must be individualized for each Participant. It must include elements as requested by the VRC in the Referral form and during the Job Placement Plan Meeting; or as listed in the AFP for Participants not referred for Job Placement Services. Examples of elements that may be requested include a resume', an online application in print, a video profile, a profile page, mock interview skill building, and other job preparation activities deemed necessary by the VRC to reach CIE for the Participant.

The Portfolio is not provided by IPS Supported Employment Agency's due to completion of the IPS Career (Vocational) Profile.

(1) Portfolio Acceptance

Agency will submit the Portfolio and invoice to the VRC prior to, or along with the first Monthly Job Placement Report, or within 30 days of AFP receipt by Agency for Participants not referred for Job Placement Services. The VRC will determine if the Portfolio includes all required elements and is of acceptable quality. If acceptable, payment will be processed.

(2) Portfolio Rejection

The VRC will reject the Portfolio if the Portfolio does not include all required elements and is not of acceptable quality. The VRC will notify the Agency in writing of the rejection within seven (7) days and may give the Agency up to 14 days to revise and resubmit the Portfolio.

e. Job Placement Plan

The Agency will utilize the information included on the Referral form and the information provided by the VRC to prepare the Job Placement Plan. Agency will conduct meetings with the Participant to discuss in detail the strengths, resources, priorities, concerns, abilities, legal issues, transportation needs, and interests, as related to the IPE goal listed on the Referral form, and how, if any functional limitations could impact work.

The Agency will conduct the activities required to complete a comprehensive and individualized Job Placement Plan for a Participant. The Job Placement Plan must outline the strategies and methods the Agency will use to achieve successful CIE.

Additional activities necessary to complete the Job Placement Plan may include job shadows with the Participant in the community to understand and observe behaviors and motivations, and the Participant's CIE seeking abilities.

Agency will submit the Job Placement Plan to the VRC within 45 days of Agency's acceptance of the Referral.

The Job Placement Plan must be completed using the required form and must be individualized and comprehensive. The report will be submitted to VR after obtaining signatures from both the Agency and Participant, prior to, or at the Job Placement Plan meeting. When approved and signed by the VRC, the VRC will provide a copy of the Job Placement Plan to the Agency and Participant.

The VRC, Agency, and Participant will meet to review the Job Placement Plan and discuss the specific strategies outlined and determine if the Job Placement Plan matches the information included in the Referral form to achieve a CIE outcome.

If Job Placement Services last 120 days without reaching successful CIE for the Participant, the VRC, Agency, and Participant will meet to determine if Job Placement Services will continue. This meeting will determine what changes are needed to be made to reach a successful CIE outcome for the Participant. If the decision to continue Job Placement Services is agreed upon by the Participant, VRC and Agency, the Agency will then submit an updated Job Placement Plan within 14 days.

If Participant's vocational goal changes during Job Placement Services activities and the VRC and Participant agree that a new vocational goal is acceptable, the Agency will update the Job Placement Plan to reflect the goal change with the new or additional strategies that will be used to obtain and retain successful CIE.

VR will not make additional payments for Job Placement Plan updates required by the Agency to reflect goal changes and new or additional strategies needed to obtain and retain successful CIE.

(1) Job Placement Plan Acceptance by the VRC

The Job Placement Plan will be accepted when the VRC, Agency, and the Participant agree on the outlined strategies and Services, and when the Job

Placement Plan has been signed by the VRC, Agency, and the Participant. Agency may submit an invoice for payment upon acceptance.

(2) Job Placement Plan Rejection by the VRC

The VRC will reject the Job Placement Plan when outlined strategies do not match the Referral and are insufficient on meeting the Participants needs.

If the Job Placement Plan is rejected, the VRC will notify Agency within seven (7) days of receiving the Job Placement Plan. The VRC will give the Agency an additional 14 days from the date of rejection to revise the Job Placement Plan to meet the Participant's needs.

Agency may not invoice for the Job Placement Plan until the Job Placement Plan has been accepted by the VRC.

f. Monthly Job Placement Report

The Agency will submit the required Monthly Job Placement Report form, beginning with the first, full calendar month of Job Placement Services.

Only the first Monthly Job Placement Report will generate a payment. Agency will submit an invoice requesting payment with the Agency's submission to VR of the first Monthly Job Placement Report.

The Agency will continue to submit the required Monthly Job Placement Reports by the 5th day of each month to the VRC detailing the monthly progress for the Participant up to Retention.

If a Placement is achieved within the first, full calendar month of Job Placement Services, Agency will submit the Monthly Job Placement Report along with the Placement and Retention Verification form.

g. Placement

The VRC, Participant, and Agency must agree that the placement is a match for the needs, job choice, and number of work hours for the Participant.

Agency will place the Participant in a competitive, integrated employment setting that meets Participant's vocational goal as outlined in the Referral, the Job Placement Plan and is approved by the VRC and the Participant.

Agency will not place Participants within the Agency's own place of business or Company, nor a Company substantially controlled by the Agency's Company. Additionally, the Agency will not place Participant within an Oregon Forward facility, formerly known as a Qualified Rehabilitation Facility (QRF).

If the placement does not meet the vocational goal as stated in the Referral but is acceptable and deemed a good fit by the Participant and VRC, Agency will update the Job Placement Plan to reflect the new vocational goal. No additional payment will be made to Agency for updates to the Job Placement Plan.

Participant will be on the job for three (3) days prior to Agency submitting the Placement Verification form and requesting payment for an initial Placement.

Once the three (3) days of CIE is fulfilled, the Agency is to complete the Placement Verification form and request an AFP for the initial Placement within seven (7) days. Once received from VR, the Agency shall then submit the required Placement Verification form and invoice to VR.

On the Job Training is considered training and part of the path to Placement. Agency will not be paid for the Placement until On the Job Training is complete, the Participant is hired, and requirements have been met for first or second Placement. Agency will not be paid for On the Job Training.

If a second Placement occurs, the Participant will be on the job for 30 days prior to the Agency submitting the Placement Verification form and requesting payment.

An updated Job Placement Plan shall be submitted to the VRC by the Agency. The Agency is to complete the Placement Verification form and request an AFP for the second Placement within seven (7) days of the Participant reaching the CIE milestone. The Agency shall then submit the required Placement Verification form and invoice to VR.

If a third placement occurs, the Participant will be on the job for 30 days prior to the Agency submitting the Placement Verification form and requesting payment.

This is only allowable under extenuating circumstances. No placements will be paid to the Agency beyond a third placement.

An updated Job Placement Plan shall be submitted to the VRC by the Agency. The Agency is to complete the Placement Verification form and request an AFP for the third Placement within seven (7) days of the participant reaching the CIE milestone. The Agency shall then submit the required Placement Verification form and invoice to VR.

(1) Placement Acceptance by the VRC

VR accepts Placement when Participant, VRC, and Agency agree the Placement meets the vocational goal, or the revised vocational goal, as appropriate, and the Placement Verification form is signed. Agency will ensure all monthly reports are submitted prior to submitting an invoice for the Placement payment.

(2) Placement Rejection by the VRC

If the Placement does not meet the vocational goal, or the Placement fails for any other reason, the VRC and the Participant will evaluate the reasons for the failed Placement and may request the Agency to attempt an additional Placement.

(3) Additional Placements

If a second Placement occurs, the Participant will be on the job for 30 days prior to the Agency submitting the Placement Verification form requesting payment, and an updated Job Placement Plan shall be submitted to the VRC by the Agency. The Agency is to complete the Placement Verification form and request an AFP for the second Placement within seven (7) days of the Participant reaching the CIE milestone. The Agency shall then submit the required Placement Verification form, and invoice to the VRC.

If a third Placement occurs, the Participant will be on the job for 30 days prior to the Agency submitting the Placement Verification form, requesting payment, and an updated Job Placement Plan shall be submitted to the VRC by the Agency. The Agency is to complete the Placement Verification form and request an AFP for the third Placement within seven (7) days of the Participant reaching the CIE milestone. The Agency shall then submit the required Placement Verification form, and invoice to the VRC.

(4) Cumulative Placements

Track 2 and 3 service levels may require a Participant to use more than one Placement to meet their required work hours at the same time as stated in their Job Placement Plan. The Placement for Track 2 and Track 3 service levels, as authorized by the Participant and the VRC, allows payments for multiple Placements using incremental steps of the standard Placement payment levels.

VR will issue payments for Placements incrementally:

- (a) 50% of the total payment is paid for the first Placement.
- (b) A second payment of 50% of the total payment is paid for Placement that reaches the total number of hours agreed upon in the Participant's Job Placement Plan.

The VRC may authorize a third payment of 50% when the Track 2 or Track 3 Placement is to achieve the total number of hours in the Participant's Job Placement Plan, a previous job has been lost, and to reach Retention.

(5) Pay Stub Submission Requirements at time of Placement

Agency shall submit a copy of the Participants first pay stub within 45 days of Placement date. The submission of the pay stub may be submitted separately from the Placement Verification form and invoice.

If Agency is unable to obtain a copy of the participants pay stub, the Agency will document attempts on the Monthly Job Retention Report.

Payment will not be withheld for Placement as long as the pay stub is received or attempts to obtain a pay stub is clearly documented on the Monthly Job Retention Report.

h. Direct Placement

Direct Placement is the immediate placement of a participant into CIE that aligns with the Participants job goal and number of work hours, at any point prior to Referral for Job Placement Services.

Agency shall submit a Direct Retention Plan to specify the strategies to be used to successfully retain the Direct Placement.

The Direct Placement fee will be paid after the Participant has successfully completed 30 days of CIE.

VR will not pay the Direct Placement fee if the Participant's CIE ends before 30 days.

(1) Direct Placement Acceptance

VR will accept the Direct Placement when Participant, VRC, and Agency agree the Direct Placement meets the vocational goal, and when the Direct Placement Verification form is signed. Agency will ensure all monthly reports are submitted prior to submitting an invoice for the Direct Placement payment.

(2) Direct Placement Rejection

If the Direct Placement does not meet the vocational goal of the Participant, the VRC will reject the Direct Placement in writing within seven (7) days.

i. Participant Self-Placement

If a Participant Self-Placement occurs within 45 days of Agency's acceptance of a Referral, Agency will complete the Job Placement Plan and submit an invoice for payment, and the Agency's Job Placement Services will end. If VRC determines Retention Services are needed, a new Referral will be submitted to Agency for Retention Services.

j. Retention

When Retention is met, the Agency will submit all Monthly Retention Report forms to the VRC. This will inform the VRC of the Participant's performance, employer's expectations, and any performance evaluations during the Participant's 90-day employment period. The Agency will also submit the Retention Verification form, the most recent pay stub for the Participant and an invoice to VR requesting payment for Retention within seven (7) days once all expectations for the Participant's Retention have been met.

Retention is accomplished when the vocational goal and the amount of work hours requested on the Job Placement Plan has been met, and when the VRC, Participant, and Agency, agree that the Participant has achieved Job Stability and 90 days of successful CIE.

VR will not pay a Retention fee if Participant's CIE ends before 90 days.

(1) Retention Acceptance

When all expectations for the Participant's Retention have been met, including the submission of all required monthly Retention reports, the VRC will accept and sign the Retention Verification form and approve payment upon receipt of the invoice.

(2) Retention Rejection

If the expectations for the Participant's Retention have not been met by the Agency, the VRC will reject the Retention Verification form and will provide the reason(s) for the rejection in writing, within seven (7) days to the Agency.

(3) Pay Stub Submission Requirements at the time of Retention

Agency shall submit a copy of the Participants most recent pay stub along with the requirements to submit the Retention Verification form, and invoice, to receive the Retention payment.

k. Direct Retention

During the Retention period the Agency will submit all Monthly Job Retention Report forms to the VRC. This will inform the VRC of the Participant's performance, employer's expectations, and any performance evaluations during the Retention period. Agency will submit the Direct Placement or Retention form and an invoice to VR requesting payment for Retention when all expectations for the Participant's Direct Retention have been met.

Direct Retention is accomplished when the vocational goal and the amount of work hours requested on the Job Placement Plan has been met, and when the VRC, Participant, and Agency, agree that the Participant has achieved Job Stability after 90 days of successful CIE.

Agency will submit the Direct Placement or Retention form and an invoice to VR requesting payment for Retention within seven (7) days when all expectations for the Participant's Direct Retention have been met.

VR will not pay a Direct Retention fee if Participant's CIE ends before 90 days.

(1) Direct Retention Acceptance

When all expectations for the Participant's Direct Retention have been met, including the submission of all required monthly Retention reports, the VRC will accept and sign the Retention Verification form and approve payment upon receipt of the invoice.

(2) Direct Retention Rejection

If the expectations for the Participant's Direct Retention have not been met by the Agency, the VRC will reject the Retention Verification form and will provide the reason(s) for the rejection in writing, within seven (7) days to the Agency.

l. Job Coaching

Job Coaching will only be provided by prior authorization from the VRC. The VRC will issue an AFP to the Agency prior to Job Coaching for a Participant.

Agency will develop and deliver to the VRC a written Job Coaching plan using the required Job Coaching Plan form within 14 days of Participant's CIE. The Job Coaching plan must be individualized for the Participant's employment situation and must include:

- (1) An analysis and breakdown of tasks necessary to do the job,
- (2) How the Job Coaching Services will be provided to match the Participant's individual learning style,
- (3) The tools and accommodations needed for Participant's efficiency on the job, and
- (4) A natural support plan, as well as a fading and transition plan.

Agency will submit a monthly Job Coaching report using the required Monthly Job Coaching Report form by the fifth day of each month and include a clear justified request of any forecasted Job Coaching hours that will need prior authorization.

The Monthly Job Coaching Report will include all successes and challenges within the strategies identified in the Job Coaching Plan, while the Job Coaching support is needed for the participant to be successful.

Agency shall submit an invoice for completed Job Coaching hours along with the Monthly Job Coaching Report.

The VRC will review the report and if the VRC approves further Job Coaching based on the information provided in the Monthly Job Coaching Report, the VRC will prior issue an AFP to the Agency for further Job Coaching.

m. Community Based Work Assessment

Community Based Work Assessments (CBWA) are tools designed to evaluate the Participant's needs and abilities on a work site. VR expects the Agency to be on the work site to complete this evaluation and to report on their observations. This work site evaluation is included in the flat fee for Community Based Work Assessments. CBWAs will occur only at CIE sites and must be developed as outlined in the agreed upon CBWA plan. CBWA's will not be completed at a business owned or operated by the Agency.

A CBWA will only be provided by the Agency at the request of the VRC upon receipt of a CBWA Referral form. The CBWA will not be provided to Participants that have completed discovery. One CBWA may be done in extraordinary circumstances based on the VRC's recommendation and the VR branch manager's approval.

Agency will meet with the VRC and Participant to discuss the required outcome of the CBWA, determine what information will be obtained through the CBWA, and identify the Participant's interests and vocational goal, to ensure an appropriate CBWA site is chosen.

Utilizing information obtained within the referral and referral meeting, the Agency will write a plan of how the CBWA will be performed and how the CBWA will be monitored. Using the Community Based Work Assessment Plan, the Agency will clearly describe the desired outcome(s), and how they will be achieved. Agency will deliver the CBWA plan to the VRC, within 10 days after the meeting described above.

CBWA may be completed at more than one CIE site. Agency will clearly state this in the CBWA Plan for VRC approval.

When the VRC provides written acceptance of the CBWA plan, the Agency will proceed with the CBWA. If the CBWA plan does not adequately describe how outcomes will be achieved, the VRC will request in writing within seven (7) days that the Agency revise the CBWA plan and submit the revised CBWA plan to the VRC for approval within 14 days.

CBWA's must last no more than four (4) weeks and must be a minimum of 20 hours. Under no circumstances will a CBWA exceed 90 hours.

When Participants need additional supports or are unable to complete the basic tasks of the work site without accommodations, a qualified Job Coach can be provided to ensure the successful completion of the CBWA. The VRC and Agency will determine the extent of the Participant's support needs, and the number of hours appropriate for the Job Coaching. The hours must not duplicate or overlap with the hours the Agency is present to complete the CBWA.

Job Coaching must be justified by the support needs of the Participant. VR will not make payments in addition to the CBWA's flat fee if the Job Coaching is used to show the Participant what to do and the Participant is then observed and evaluated performing the task. If the Participant learns the task after a brief instruction and then is independent in the task, the Agency will not be paid for additional Job Coaching Services.

A maximum of one (1) CBWA per Participant will be approved by the VRC. A second CBWA may be approved in extraordinary circumstances based on the VRC's recommendation and the VR branch manager's approval.

VR will authorize a payment for 50% of the CBWA fee, if the Participant completes less than 20 hours of the CBWA, and after the VRC and Participant have agreed to the Placement site.

Upon completion of the Participant's CBWA, Agency will submit a comprehensive report using the CBWA Report form.

The VRC, Participant, and Agency will conduct a post-CBWA meeting to review the Agency's CBWA Report form.

(1) Community Based Work Assessment Acceptance

The VRC will determine if the CBWA includes all required elements, is of acceptable quality in the judgment of the VRC and will provide Agency with a written acceptance within seven (7) days. Agency will submit an invoice requesting payment when the CBWA is accepted by the VRC.

(2) Community Based Work Assessment Rejection

The VRC will reject the CBWA if it does not include all required elements and is not of acceptable quality and will submit in writing to the Agency within seven (7) days the reason(s) for the rejection. Agency will have 14 days to revise and resubmit the CBWA Report.

n. Targeted Vocational Assessment

Targeted Vocational Assessment (TVA) are tools designed to evaluate the Participant's needs and abilities in a work site. Agency will provide TVAs at the request of the VRC, upon receipt and acceptance of a TVA Referral. The VRC, Participant, and Agency will conduct a pre-TVA meeting to review the Agency's TVA Referral and discuss the required outcome of the TVA, determine what information will be obtained through the TVA and Identify the Participant's specific vocational goal to ensure an appropriate TVA site is chosen.

Utilizing information obtained at the pre-TVA meeting with the VRC and Participant, the Agency will write a description of how the TVA will be performed and monitored using the Targeted Vocational Assessment Report form. Agency will clearly describe the desired outcome and how it will be achieved. Agency will deliver the TVA plan to the VRC within 10 days after the meeting.

If the TVA plan does not adequately describe how outcomes will be achieved, the VRC will request in writing, within seven days, that the Agency revise the TVA plan, Agency will have 14 days to revise the TVA Plan and submit to VRC for approval.

When the VRC provides written acceptance of the TVA plan, the Agency will proceed with the TVA.

TVAs will occur only at CIE sites and must be developed to match the Participant's vocational goal as outlined in the agreed upon TVA plan. TVAs will not be completed at a business owned or operated by the Agency.

The Agency is expected to be on the work site with the Participant to complete this evaluation and to report on their observations. TVAs must be 6 to 12 hours in length for each TVA.

A maximum of three (3) TVAs per Participant may be approved by the VRC and each TVA must assess a different question or vocational goal. One (1) exception

may be made in extraordinary circumstances based on the VRC's recommendation and VR branch managers approval.

Agency may provide TVA to a Participant who completed discovery.

When Participants need additional supports or are unable to complete the basic tasks of the work site without accommodations, Job Coaching by a contracted Job Coach may be provided to ensure the successful completion of the TVA. The VRC and Agency will determine the extent of the Participant's support needs, and the number of hours appropriate for the Job Coaching. The Job Coaching hours must not duplicate or overlap with the hours the Agency is present to complete the TVA.

If Job Coaching is used to show the Participant what to do, and the Participant is then observed and evaluated for the TVA, VR will not authorize payment for the Job Coaching in addition to the TVA's flat fee.

Upon completion of the Participant's TVA, Agency will submit a comprehensive report using the Targeted Vocational Assessment Report form

The VRC, Participant, and Agency will conduct a post-TVA meeting to review the Agency's TVA Report form.

If the Participant completes less than six hours of the TVA, after the VRC and Participant have agreed to the TVA site, a 50% payment of the TVA flat fee may be authorized. Agency must submit a completed TVA Report form.

VR will pay Agency 50% of the TVA flat fee for any VRC approved, Participant initiated, TVA cancellations.

(1) Targeted Vocational Assessment Acceptance

The VRC will pay for the TVA if all required elements from the referral are met.

(2) Targeted Vocational Assessment Rejection

The VRC will reject the TVA if all required elements from the referral have not been met. The VRC will provide written notice to the Agency of this rejection within seven days. Agency will have 14 days to revise and submit.

o. Career Exploration

Career Exploration Services may be utilized, at the request of the VRC, at any time after the Participant has been found eligible for VR Services, and prior to a Referral to Agency for Job Placement Services.

Career Exploration cannot be used for Participants who have a self-employment goal.

The payment rate for Career Exploration Services provided by the Agency will be negotiated between the Agency and the VRC. The payment rate will be based on fair market value of the Career Exploration service(s).

On-the-job Career Exploration Services will occur only at CIE sites and must be developed to match the Participant's vocational interests.

Career Exploration Services provided by Agency will not be provided at any business that the Agency owns or operates.

Career Exploration must last no more than eight weeks. Career Exploration will not exceed 40 hours. Additional hours may be approved in extraordinary circumstances based on the VRC's recommendation and VR branch manager's approval.

If the Career Exploration Services are not part of the Participant's strategy for Job Placement Services, Agency will submit a comprehensive report to the VRC after completion of Career Exploration. Agency will use the Career Exploration Report form.

(1) Career Exploration Report and Invoice Acceptance

Upon acceptance from the VRC of the submitted Career Exploration report, the Agency will submit an invoice requesting payment at the prior agreed upon rate.

(2) Career Exploration Report and Invoice Rejection

The VRC will reject the Career Exploration report if it does not include all required elements and is not of acceptable quality and will submit in writing to the Agency within seven days the reason(s) for the rejection. Agency will have 14 days to revise and resubmit the Career Exploration Report.

p. Job Search Assistance

Job Search Assistance will only be provided by the Agency at the request of the VRC. Job Search Assistance is a short-term service provided to Participants who are not receiving Job Placement Services and do not anticipate receiving Job Placement Services.

Agency will develop and deliver to the VRC a Job Search Assistance Plan within 14 days after accepting the referral for Job Search Assistance. The Job Search Assistance Plan must be individualized for the Participant's Job Search Assistance needs.

Job Search Assistance is limited to 10 hours. A second set of hours, up to 10, may be issued in extraordinary circumstances based on the VRC's recommendation and the VR branch manager's approval.

The payment rate for Job Search Assistance will be negotiated between the Agency and the VRC when the Participant is referred to the Agency and will be based on fair market value of the service(s).

Agency will provide an in-depth monthly report utilizing the Monthly Job Search Assistance Report that demonstrates successes and challenges with the strategies identified in the Job Search Assistance Plan.

Agency will not provide a Portfolio when Job Search Assistance is provided.

(1) Job Search Assistance Acceptance by the VRC

The VRC will pay for the Job Search Assistance if all required elements from the referral are met, and all Monthly Job Search Assistance Reports have been submitted.

(2) Job Search Assistance Rejection by the VRC

The VRC will reject the Job Search Assistance if all required elements from the Referral have not been met and the Monthly Job Search Assistance Reports have not been submitted. The VRC will provide written notice to the Agency of this rejection within seven (7) days. Agency will have 14 days to resubmit the Job Search Assistance Report.

(3) Job Search Assistance topics shall include:

- (a) An analysis and breakdown of tasks necessary for Job Search Assistance,
- (b) How the Job Search Assistance Services will be provided to match the Participant's individual learning style, and
- (c) The tools and accommodations needed for Participant's efficiency during Job Search.

(4) Job Search Assistance may include:

- (a) interview assistance,
- (b) interview debriefing,
- (c) introduction to local workforce and community partners and other career development activities,
- (d) training on and selection of appropriate interview and or work clothing,
- (e) selection of appropriate equipment needed for employment such as commercial grade tools,
- (f) support in arranging accommodation needs or equipment for interviews,
- (g) travel planning to attend a scheduled interview,
- (h) online applications, or
- (i) video resume'.

5. Standardized Forms

Agency will use the forms created by Vocational Rehabilitation that are made available on the VR website to perform the Work. VR may periodically update the forms to meet programmatic requirements.

<https://www.oregon.gov/dhs/EMPLOYMENT/VR/Pages/Providers-Partners.aspx>

VR's standardized forms include the following:

- a. Referral
- b. Job Placement Plan
- c. Job Retention Plan
- d. Placement and Retention Verification form
- e. Monthly Job Placement Report
- f. Monthly Job Retention Report
- g. Direct Retention Plan
- h. Direct Placement and Retention Verification form
- i. Job Coaching Plan
- j. Monthly Job Coaching Report
- k. Job Search Assistance Plan
- l. Monthly Job Search Assistance Report
- m. CBWA Referral form
- n. CBWA Plan
- o. CBWA Report form
- p. TVA Referral
- q. TVA Plan
- r. TVA Report form

Agency created forms:

- s. Portfolio
- t. Career Exploration

6. Agency Requirements

a. Minimum Qualifications

Agency will ensure all Agency's employees and VR approved Subcontractors must meet the minimum qualifications for providing Job Placement Services. Documentation that employees meet the minimum qualifications must be maintained in the Agency's personnel files for all employee's working under the Agreement and submitted to VR Contracts prior to Job Placement Services being provided.

(1) Track 1

Agency, Agency's employees, and VR approved Subcontractors must show proof to VR Contracts that they have met and completed the following trainings in order to be eligible to Work with Track 1 VR Participants:

- (a) Job Placement Services Contract Training (JPSCT)
- (b) 12 Core Competencies (CCs) modules:
 - ODHS – DD / EP101 - Introduction to Supported Employment
 - ODHS – DD / EP102 - Discovery and Career Planning
 - ODHS – DD / EP103 - Marketing and Job Development
 - ODHS – DD / EP104 - Workplace and Job Analysis
 - ODHS – DD / EP105 - Job Coaching: Task, Design and Training
 - ODHS – DD / EP106 - Job Coaching: Support Strategies
 - ODHS – DD / EP107 - Job Coaching: Natural Supports
 - ODHS – DD / EP108 - Managing Benefits
 - ODHS – DD / EP109 - Systems Partners and Resources
 - ODHS – DD / EP110 - Transition from School to Work
 - ODHS – DD / EP111 - Organizational Change
 - ODHS – DD / EP112 - Self-Employment

(2) Track 2 and Track 3

To be eligible to Work with Track 2 and Track 3 VR Participants, Agency, Agency's employees, and VR approved Subcontractors must show VR Contracts proof that they possess one of the following:

- (a) Six (6) months of prior experience working as a Job Coach or Developer,
- (b) A bachelor's degree in Rehabilitation Counseling or Special Education,
- (c) One (1) year of documented experience working with individuals with disabilities,
- (d) Certified Employment Supported Professional (CESP) certificate,
- (e) Completion of the Association of People Supporting Employment First (APSE) collaborative training,
- (f) Association of Community Rehabilitation Educators (ACRE) training certificate, or

- (g) One (1) year of human-services related experience, such as economical disadvantages, employment, abuse and neglect, substance abuse, aging, disabilities, prevention, health, cultural competencies, or housing.

Agency is in non-compliance when Agency, Agency's employees or VR approved Subcontractor's do not meet the minimum qualifications and provide proof of the above requirements. This could result in Default or a Stop-Work Order applicable to Exhibit B "Standard Terms and Conditions", Section 32 "Stop-Work Order".

b. Criminal History Background Checks

To comply with OAR 407-007-0200 through OAR 407-007-0370, all new and current Agency, Agency's employees and VR approved Subcontractors who prospectively will be performing the Work under the Job Placement Agreement, shall provide VR with documented proof of an approved Criminal History Background Check clearance letter. The long-term duration for this requirement shall range from Agreement execution until the end of Agreement and shall be obtained from the ODHS Background Check Unit, acting through its Oregon Criminal History and Abuse Records Data System (ORCHARDS).

(1) Legal Reporting Requirements and Responsibility

If a Criminal History Background Check lists an offense, a copy of the results must be sent to VR Contracts. VR will review the Criminal History Background Check results and, if VR determines that an offense was committed that prohibits employment in conjunction with the OAR 407 disqualification rules, VR will not approve the employee to work under the Agreement and notify the Agency of its decision.

All employees who perform Work under the Agreement are required to report to the Agency any new arrests, convictions or investigations for child protective service or adult protective service abuse within five (5) business days after the new arrest, conviction or investigation took place.

Within five (5) business days of such notification, the Agency is required to report to ORCHARDS and to VR Contracts the new history.

ORCAHRDS or VR Contracts may request a new background check to reevaluate the ongoing fitness of the Agency or Agency's employee.

The Criminal History Background Check procedures listed above also apply to the Agency, its owners, managers, and board members regardless of any individual having access, direct or indirect contact with ODHS clients, client information or client funds.

Agency shall establish a personal personnel file and place each criminal records check in named file for possibility of future ODHS review and shall be maintained pursuant to Exhibit B, "Standard Terms and Conditions", Section 14, "Records, Maintenance, Access".

(2) Documentation Reporting Requirements and Responsibility

Agency shall have an approved and current ORCHARDS Criminal History Background Check and ensure of submission to VR Contracts for VRs possession throughout the full duration of this acting Agreement for all Agency's, Agency's employees, and Subcontractors under the Agreement.

It is the Agency's full responsibility to do their own due diligence in tracking expiration dates of Agency, Agency's employees, and VR approved Subcontractors by submitting any new or updated Criminal History Background Checks clearance letter to VR Contracts before any expiration dates that would cause a lapse and non-compliance of the Agreement.

Failure to provide an approved and current Criminal History Background Check clearance letter for all Agency, Agency's employees and VR approved Subcontractors throughout the duration of this Agreement to VR.ContractInquiries@odhsoha.oregon.gov may result in non-compliance of the Agreement with ODHS.

c. Continuing Education Units (CEUs)

Agency, Agency's employees, and VR approved Subcontractors providing Services under this Agreement must complete a minimum of 12 credit hours of ODHS approved CEUs that relate to Job Placement Services throughout the duration of each 12-month calendar year (January 1 through December 31) to maintain skills and competencies.

For new employees hired within the calendar year, the CEUs will be prorated at one (1) credit hour per month during the first year, and then a minimum of 12 credits per full calendar year thereafter. Proof of completion of these CEUs are required to be submitted to VR Contracts at VR.ContractInquiries@odhsoha.oregon.gov by the end of each calendar year for credit towards this requirement.

If a Agency is unsure if a particular training will satisfy the CEU requirements of this Agreement, inquiries can be sent to VR.ContractInquiries@odhsoha.oregon.gov.

When submitting proof of completion to VR Contracts, the proof must be shown in Certificate form from a trainer or delegate of the training, stating the name of both the employee who attended the training and the name of the training, date(s) the training was administered, and total number of CEU hours accrued.

Failure to provide yearly proof that each Agency, Agency's employee, and Subcontractors meet this requirement may result in non-compliance of the Agreement with ODHS.

d. Additional Training Requirements for IPS Agency's ONLY

IPS Agency, Agency's employees and VR approved Subcontractors shall meet the Qualified Mental Health Associate (QMHA), or the Qualified Mental Health Professional (QMHP) standards described in OAR 291-124-1030.

IPS Agency, Agency's employees and VR approved Subcontractors who will be providing IPS Services under the Agreement, are required to take JPSCT before the effective Date of this Agreement and have submitted proof of this completed training to VR.ContractInquiries@odhsoha.oregon.gov before providing Services.

IPS Agency will ensure that all Agency's employees and VR approved Subcontractors meet the minimum qualifications for providing IPS Job Placement Services. Documentation that Agency's employees meet the minimum qualifications must be maintained in the Agency's personnel files for all employee's working under the Agreement and submit to VR Contracts prior to Services being provided.

IPS Agency will ensure all employees meet the minimum qualifications for providing IPS Services. Documentation that employees meet the minimum qualifications must be maintained in the Agency's personnel files for all employee's working under the Agreement and submitted to VR Contracts prior to IPS Services being provided.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Payment Provisions.

- a. As consideration for the Services provided by Agency during the period specified in **Section 1., Effective Date and Duration**, of this Agreement, ODHS will pay to Agency, a maximum not-to-exceed amount as specified in **Section 3., Consideration** of this Agreement, to be paid as follows:
 - (1) Agency's costs associated with providing the Job Placement Services under this Agreement are the responsibility of the Agency.
 - (2) Achieved milestone payments and additional Services payments are the only payments ODHS will make for Job Placement Services.
 - (3) ODHS will not pay a Agency twice for an individual service to more than one entity. This is considered double-dipping and is not allowed.

2. Agency Invoice.

- a. Agency shall send all invoices to VR at the address listed on the AFP, to the VR office General Email box, or hand deliver in person.
- b. Agency shall submit one (1) invoice per AFP number.
- c. Agency's claims to ODHS for overdue payments on invoices are subject to ORS 293.462.
- d. Agency's costs associated with providing the Job Placement Services under this Agreement are the responsibility of the Agency. Achieved Milestone Payments and Additional Services Payments are the only payments ODHS will make for Job Placement Services.
- e. Agency shall include and clearly state the following information on each invoice:
 - (1) Agency name and address
 - (2) Participant name
 - (3) Dates of Service
 - (4) Name of Service
 - (5) Total payment amountAn AFP number is recommended, but not required.
- f. ODHS will make the achieved milestone payments to the Agency based on VRs accepted and approved invoices according to the schedules below:

Achieved Milestone Payments:

Job Placement Services	Payment Amount
Referral	\$100.00
Portfolio	\$200.00
Job Placement Plan	\$500.00
Direct Retention Plan	\$500.00
Monthly Job Placement Report	\$500.00
Placement	Track 1 = \$1,250.00 Track 2 = \$1,500.00 Track 3 = \$2,000.00 Direct = \$1,500.00
Retention	Track 1 = \$2,000.00 Track 2 = \$2,500.00 Track 3 = \$3,000.00 Direct = \$2,500.00
Job Coaching	Track 1 = \$40.00 per hour Track 2 = \$45.00 per hour Track 3 = \$60.00 per hour Direct = \$45.00 per hour
Community Based Work Assessment	Flat Fee = \$1,250.00
Targeted Vocational Assessment	Flat Fee = \$600.00 per occurrence
Career Exploration	To Be Negotiated
Job Search Assistance	To Be Negotiated

3. **Travel and Other Expenses.** ODHS will not reimburse Agency for any travel or additional expenses under this Agreement.

EXHIBIT A

Part 3 Special Provisions

1. Confidentiality of Client Information.

a. Client Information:

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

the background check requirements defined in IRS Publication 1075;

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

b. Non-Client Information:

- (1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Agreement that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party (“Confidential Non-Client Information”).

- (2) Confidential Non-Client Information shall be deemed not to include information that:
 - (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
 - (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under this Agreement;
 - (c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under this Agreement;
 - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
 - (e) Is disclosed with the written consent of the originating Party; or
 - (f) Is independently developed by the receiving Party's officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.
 - (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.
- c. Upon request and pursuant to the instructions of ODHS, Agency shall return or destroy all copies of Confidential Information, and Agency shall certify in writing the return or destruction of all Confidential Information.

- d. "Client" means any individual, family or provider:
- (1) For whom ODHS must provide Services and incidental or specialized Goods, in any combination thereof ("Services and Incidental Supplies"), according to state, federal law, rule, and policy. Those Services and Incidental Supplies include but are not limited to treatment, care, protection, and support without regard to the proximity of the services being provided;
 - (2) Who in fact receives and utilizes services provided by ODHS primarily for that individual's or family's benefit;
 - (3) Who is under the custody, care, or both of ODHS; or
 - (4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

2. Amendments.

- a. ODHS reserves the right to amend or extend this Agreement under the following general circumstances:
- (1) ODHS 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 ODHS' satisfaction with performance of the work or services provided by the Agency under this Agreement.
 - (2) ODHS 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 ODHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. ODHS further reserves the right to amend the Statement of Work based on the original scope of work of RFP # [S-10000-00003770] 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 21. "Amendments" of this Agreement.

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

- a. Agency shall comply with, and cause all employees, agents and subcontractors to comply with, the applicable laws for mandatory reporting of abuse including, but not limited to, abuse of the following persons in Oregon:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- b. Agency shall immediately 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) or local law enforcement, as a requirement of this Agreement. The Agency does not need to know abuse occurred, just suspect abuse, to be required to report.
- c. In addition to the requirements of Sections 3.a. and 3.b. above, if law enforcement is notified regarding a report of child abuse, neglect, or threat of harm, Agency shall also notify the local referring ODHS' caseworker within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, Agency shall also notify the local Aging and People with Disabilities Office of ODHS within 24 hours.
- d. If known, the abuse report must contain the following:
 - (1) The name and address of the abused person and any people responsible for that person's care;
 - (2) The abused person's age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. **Background Checks.** Reserved.
5. **Equal Access to Services.** Agency 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.
6. **Media Disclosure.** Agency will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the ODHS office that referred the child or family. Agency will make immediate contact with the ODHS office when media contact occurs. The ODHS office will assist Agency with an appropriate follow-up response for the media.
7. **Nondiscrimination.** Agency must provide services to ODHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Agency services must reasonably accommodate the cultural, language and other special needs of clients.
8. **HIPAA Compliance.** Reserved.

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.** Agency shall comply with and require all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agency and Agreement. All employers, including Agency, 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.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Agency 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. **Agency's Representations and Warranties.** Agency represents and warrants to ODHS that:
 - (1) Agency has the power and authority to enter into and perform this Agreement;
 - (2) This Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms;
 - (3) Agency has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Agency 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 Agency's industry, trade or profession;
 - (4) Agency shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Service; and
 - (5) Agency prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

- b. **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; Payments.**

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon ODHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Agency is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODHS. 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. ODHS 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, Agency shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Agency 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. Agency shall provide this designation and information on a form provided by ODHS. In the event that EFT information changes or the Agency elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Agency shall provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the Agency.

6. **Recovery of Overpayments.** IF BILLINGS UNDER THIS AGREEMENT, OR UNDER ANY OTHER AGREEMENT BETWEEN AGENCY AND ODHS, RESULT IN PAYMENTS TO AGENCY TO WHICH AGENCY IS NOT ENTITLED, ODHS, AFTER GIVING WRITTEN NOTIFICATION TO AGENCY, MAY WITHHOLD FROM PAYMENTS DUE TO AGENCY SUCH AMOUNTS, OVER SUCH PERIODS OF TIME, AS ARE NECESSARY TO RECOVER THE AMOUNT OF THE OVERPAYMENT. NOTHING IN THIS SECTION SHALL REQUIRE AGENCY OR ODHS TO ACT IN VIOLATION OF STATE OR FEDERAL LAW OR THE CONSTITUTION OF THE STATE OF OREGON.

7. Ownership of Work Product.

- a. **Definitions.** As used in this Section 7 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) “Agency Intellectual Property” means any intellectual property owned by Agency and developed independently from the Work.
 - (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than ODHS or Agency.
 - (3) “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Agency is required to deliver to ODHS pursuant to the Work.
- b. **Original Works.** All Work Product created by Agency pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a “work made for hire,” shall be the exclusive property of ODHS. ODHS and Agency agree that all Work Product is “work made for hire” of which ODHS is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not “work made for hire,” Agency hereby irrevocably assigns to ODHS any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon ODHS' reasonable request, Agency shall execute such further documents and instruments necessary to fully vest such rights in ODHS. Agency forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- c. In the event that Work Product is Agency Intellectual Property, a derivative work based on Agency Intellectual Property or a compilation that includes Agency Intellectual Property, Agency hereby grants to ODHS an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Agency Intellectual Property and the pre-existing elements of the Agency Intellectual Property employed in the Work Product, and to authorize others to do the same on ODHS' behalf.
- d. In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Agency shall secure on ODHS' behalf and in the name of ODHS an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on ODHS' behalf.

8. **Agency Default.** Agency shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Agency fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
- b. Any representation, warranty or statement made by Agency herein or in any documents or reports relied upon by ODHS to measure the delivery of services, the expenditure of payments or the performance by Agency is untrue in any material respect when made;
- c. Agency (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 Agency, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Agency, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Agency or of all or any substantial part of its assets, or (3) similar relief in respect to Agency 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 Agency is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

9. **ODHS Default.** ODHS shall be in default under this Agreement upon the occurrence of any of the following events:

- a. ODHS 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 ODHS herein is untrue in any material respect when made.

10. Termination.

a. Agency Termination. Agency may terminate this Agreement:

- (1) For its convenience, upon at least 90 days advance written notice to ODHS;
- (2) Upon 45 days advance written notice to ODHS, if Agency does not obtain funding, appropriations and other expenditure authorizations from Agency's governing body, federal, state or other sources sufficient to permit Agency to satisfy its performance obligations under this Agreement, as determined by Agency in the reasonable exercise of its administrative discretion; or
- (3) Upon 30 days advance written notice to ODHS, if ODHS is in default under the Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as Agency may specify in the notice.

b. ODHS Termination. ODHS may terminate this Agreement

- (1) For its convenience, upon at least thirty days advance written notice to Agency;
- (2) Upon 45 days advance written notice to Agency, if ODHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of ODHS under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, ODHS may terminate this Agreement in whole or in part, immediately upon written notice to Agency or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces ODHS' legislative authorization for expenditure of funds to such a degree that ODHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by ODHS 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 Agency 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 ODHS 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 Agency, if Agency 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 ODHS may specify in the notice;

- (5) Immediately upon written notice to Agency, if any license or certificate required by law or regulation to be held by Agency or a subcontractor is for any reason denied, revoked, suspended, not renewed or changed in such a way that Agency or a subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular part of the Work impacted by the loss of necessary licensure or certification; or
 - (6) Immediately upon written notice to Agency, if ODHS determines that Agency or any of its subcontractors have endangered or are endangering the health or safety of an Agency client or others.
- 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.
 - d. **Return of Property.** Upon termination of this Agreement for any reason whatsoever, Agency shall immediately deliver to ODHS all of ODHS' property (including without limitation any Work Products for which ODHS has made payment in whole or in part) that are in the possession or under the control of Agency in whatever stage of development and form of recordation such ODHS property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Agency shall immediately cease all activities under this Agreement, unless ODHS expressly directs otherwise in such notice of termination. Upon ODHS' request, Agency shall surrender to anyone ODHS designates, all documents, research or objects or other tangible things needed to complete the Work Products.
11. **Effect of Termination.**
- a. **Entire Agreement.**
 - (1) Upon termination of this Agreement in its entirety, ODHS shall have no further obligation to pay Agency under this Agreement.
 - (2) Upon termination of this Agreement in its entirety, Agency shall have no further obligation to perform Work under this Agreement.
 - b. **Obligations and Liabilities.** Notwithstanding Section 11.a. above, any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
12. **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.

- 13. Indemnity/Hold Harmless Provision.** ODHS and Agency shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage, and PERS contributions. Agency shall perform the services under this Agreement as an independent contractor. Agency and ODHS each shall be responsible, to the other, to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
- 14. Insurance.** Agency shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 15. Records Maintenance; Access.** Agency shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Agency shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Agency, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Agency's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Agency whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Agency acknowledges and agrees that ODHS 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. Agency shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following 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. Agency 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 Agency or its subcontractor(s) to have access to or use of any ODHS computer system or other ODHS Information Asset for which ODHS imposes security requirements, and ODHS grants Agency or its subcontractor(s) access to such ODHS Information Assets or Network and Information Systems, Agency 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 ODHS nor Agency shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, act of nature, or war which is beyond the reasonable control of ODHS or Agency, 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. ODHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
- a. Agency shall not assign or transfer its interest in this Agreement without prior written approval of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as ODHS may deem necessary. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS 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. **Subcontracts.** Agency shall not enter into any subcontracts for any of the Work required by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, Agency shall include in any permitted subcontract under this Agreement provisions to ensure that ODHS will receive the benefit of subcontractor performance as if the subcontractor were the Agency with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. ODHS' consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
20. **No Third Party Beneficiaries.** ODHS and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Agency's performance under this Agreement is solely for the benefit of ODHS to assist and enable ODHS 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.
21. **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, approved by 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.
22. **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.

23. **Survival.** Sections 1, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 20, 23, 28, 29 and 30 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 ODHS' right to enforce this Agreement with respect to any default by Agency that has not been cured.
24. **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, fax, or mailing the same, postage prepaid to Agency or ODHS 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 fax 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 fax 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.

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

25. **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.
26. **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.
27. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
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. **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.

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 Agency (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 Agency in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Agency 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 Agency 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 Agency is jointly liable with the State (or would be if joined in the Third Party Claim), the Agency 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 Agency 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 Agency 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 Agency’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.** Agency 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 Agency’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.** ODHS may, at any time, by written notice to the Agency, require the Agency 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, Agency 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, ODHS 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 10, Termination.

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

EXHIBIT C

Subcontractor Insurance Requirements

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

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim. Annual aggregate limit shall not be less than \$2,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor and Subcontractors shall provide continuous claims made coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL COVERAGE REQUIREMENTS:

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

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed

under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

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

- (i) Contractor's completion and Agency's acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Agency shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Agency, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** Agency shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, Agency expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. 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. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Agency shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Agency shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Agency shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** Agency shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the Agency certifies, to the best of the Agency's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Agency, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Agency shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to Agency under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to Agency under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to Agency under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** Agency shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. Agency shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If Agency expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Agency shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If Agency expends less than \$750,000 in a fiscal year, Agency is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
8. **Debarment and Suspension.** Agency shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Pro-Children Act.** Agency shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
10. **Medicaid Services.** Reserve.
11. **Agency-based Voter Registration.** If applicable Agency shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosures.** Reserve.
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Agency agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
 - d. OAR 943-120-0110 through 943-120-0160.
14. **Federal Whistleblower Protection.** Agency shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.