



## Solicitation For Proposal

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### **Background:**

Deschutes County is seeking an Epidemiologist with a focus on conducting analysis regarding suicides, drug and alcohol abuse, behavioral morbidity and mortality and related health problems, traumatic injuries, and communicable diseases (including COVID-19) as assigned in Deschutes County, and, as comparable data are available, the tri-county (Crook, Deschutes, Jefferson) area over a specific timeframe as determined by County.

### **MINIMUM QUALIFICATIONS:**

Master's Degree in epidemiology, public health (with major course work in epidemiology), biostatistics, or related field and at least three years of experience performing epidemiological or statistical work in a public health, behavioral health and/or a community-based health environment.

### **Preference will be given for:**

- Doctoral degree in epidemiology, public health, medicine, or related field.
- Author or co-author of at least one peer-reviewed publication.

### **Must have knowledge and skill in the following:**

- Federal, state and local disease reporting requirements.
- Principles, methods, and practices of epidemiology including the symptoms, causes, control, and prevention of communicable diseases, non-communicable diseases, and injuries.
- Epidemiological study design, analytical procedures and interpretive methods.
- Statistical analysis (quantitative and qualitative).
- Descriptive and inferential statistical analysis.
- Identifying relationships and trends in data as well as factors that could affect the results of research.

### **Must have ability to:**

- Perform and assist in collection, analysis, interpretation, and evaluation of technical, medical, demographic, and statistical data and laboratory results.
- Manipulate and analyze large, complex data sets.
- Identify relationships and trends in data as well as factors that could affect the results of research.
- Identify problems and conduct research to develop and implement solutions.
- Organize, execute and document multi-dimensional projects.
- Provide technical consultation to agency personnel, colleagues, and the public.
- Maintain confidentiality and adhere to established guidelines to protect clients and research participants when conducting scientific inquiries.

- Communicate effectively, both verbally and in writing.
- Establish and maintain effective working relationships with others at all times.

**Specific Services:**

Selected contractor understands and agrees that some assignments may be time sensitive and shall endeavor to meet deadlines as specifically imposed by County. Both Parties shall agree upon assignment deadlines prior to commencement of work.

Selected Contractor shall:

- Conduct jurisdictional records review and provide County with written analysis in a format agreed upon by both Parties.
- Analyze data on other emerging public health and behavioral health problems as assigned by Health Services Director or designee.
- Analyze and interpret health indicators, risk factor and disease surveillance information.
- Evaluate quality and efficiency of County's epidemiological reporting and surveillance systems and procedures and make recommendations for enhancement. Develop surveillance and/or evaluation methods for collecting specific data as requested by County.
- Provide periodic written reports, in a format agreed upon by both Parties, as requested by County and appropriate to the services described in the Contract.
- Assist County in the development of written protocols for emergent health situations.
- Assist County with reporting and documentation in the preparation of applying for grants, as applicable.
- Attend and participate in training(s), orientation and meetings as requested by County.
- Provide County with copies of licenses, certificates of insurance and evidence of education upon request.

**Goal:**

The purpose of this Solicitation is to execute a contract with one (1) individual who qualifies as an Epidemiologist. Proponents shall meet the applicable state licensure and education requirements for the performance of services.

Contingent upon approval by the Deschutes County Health Services (DCHS) Director, DCHS intends to award a contract to one (1) Proponent whose proposal is determined to be the most responsive to the requirements of this Solicitation. The term of the resulting contract(s) is estimated to begin on or about November 23, 2020 and terminate April 30, 2021, with a possible one (1) year extension, subject to DCHS approval. DCHS retains sole discretion to renew for additional terms, without a competitive bid process, subject to contractor performance and continued funding.

The estimated amount of contract compensation shall not exceed **\$49,000** based upon services provided, and subject to funding and an approved budget by Deschutes County Health Services. Proponent will be expected to furnish current insurance certificates as determined by Deschutes County Risk Management and provide a copy of applicable certifications. In some circumstances an insurance waiver may apply, subject to Deschutes County Health Services approval.

**Solicitation Timelines:**

November 13, 2020	Submit Project Proposal via e-mail to <a href="mailto:Kathe.hirschman@deschutes.org">Kathe.hirschman@deschutes.org</a>
November 16, 2020	Review and establish interviews
November 16-17 2020	Interviews
November 18, 2020	Notification to Proposers
November 23, 2020	Contract Execution

**NOTES:**

1. All proposals submitted in response to this Solicitation shall become the property of Deschutes County and may be utilized in any manner and for any purpose by Deschutes County. Be advised that proposals and all documents submitted in response to this Solicitation are subject to public disclosure as required by applicable state and/or federal laws. If you intend to submit any information with your proposal which you believe is confidential, proprietary or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure." Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist disclosure of properly identified portions of the proposals.
2. Proposals must include a letter of intent, proposed scope of services and fee schedule, examples or descriptions of past work experience and references.
3. Deschutes County is an Equal Opportunity Employer and reserves the right to negotiate with any and all individuals or firms that submit proposals as per the requirements of the Request for Proposal (RFP). Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

Applications submitted in response to this Solicitation must include a response to the Narrative Section, Attachment 1. To be considered for this opportunity, proposals must be received no later than 5:00 p.m. on **November 13, 2020**, e-mailed to Dr. George Conway:

**George A. Conway, MD, MPH**  
Health Services Director  
Attention: Kathe Hirschman  
[Kathe.hirschman@deschutes.org](mailto:Kathe.hirschman@deschutes.org)

## **Attachment 1 – NARRATIVE**

Please provide a written response to each section. Your application will be reviewed and scored according to the following evaluation criteria. All proposals will be reviewed for demonstrated capacity to provide the services/activities sought through this Solicitation.

### **1. Letter of Introduction (25 Points)**

Letter of introduction including a brief description of education, include level and field of degree and major course work. This contract position requires a minimum of a Master's Degree in epidemiology, public health (with major course work in epidemiology) biostatistics, or related field.

### **2. References (25 Points)**

A list of references from public agencies and/or other clients for whom similar work has been performed within the past twenty-four (24) months. The reference list should include firm/client name, address, telephone number and contact person(s).

### **3. Experience (40 Points)**

Describe your experience performing epidemiological or statistical work in a behavioral health, public health, and/or community-based health environment; include the number of relevant years of experience. This contract position will require a minimum of three-years of experience.

### **4. Publication(s) (10 Points)**

If applicable, briefly outline any relevant experience authoring or coauthoring a peer-reviewed publication.

**Total Points 100**

**ATTACHMENT 2 – DRAFT CONTRACT**

**PERSONAL SERVICES CONTRACT  
CONTRACT NO. 2020- [REDACTED]**

This Contract is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, hereinafter referred to as "County", and [REDACTED], hereinafter referred to as "Contractor," collectively referred to as "Party" or "Parties." The Parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be **November 23, 2020**. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on **April 30, 2021**, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured. This Contract may be renewed or extended only upon written agreement of the Parties.

**Contract Documents.** This Contract includes Page 1-8 and Exhibits A-H.

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**CONTRACTOR DATA AND SIGNATURE**

Contractor Address:

Federal Tax ID# or Social Security #:

Is Contractor a nonresident alien?  Yes  No

Business Designation (check one):  Sole Proprietorship  Partnership  
 Corporation-for profit  Corporation-non-profit  Other, describe: LLC

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

**I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

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**DESCHUTES COUNTY SIGNATURE**

Contracts with a maximum consideration of not greater than \$50,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$50,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Health Services Director  
Title

\_\_\_\_\_  
George A. Conway  
Name (please print)

\_\_\_\_\_  
Date

## STANDARD TERMS AND CONDITIONS

Contractor shall comply with the following requirements herein to the extent that it is applicable to the agreement for services determined and agreed to by and between Contractor and County.

- 1. Time is of the Essence.** The Parties agree that time is of the essence in the performance of this Contract.
- 2. Contractor's Services.** Contractor's focus will be conducting analysis regarding suicides, drug and alcohol abuse, behavioral morbidity and mortality and related health problems in Deschutes County, and, as comparable data are available, the tri-county (Crook, Deschutes, Jefferson) area over a specific timeframe as determined by County.

Exhibit A – STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE

Exhibit B – INSURANCE

Exhibit C – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

Exhibit D – WORKERS COMPENSATION EXEMPTION CERTIFICATE

Exhibit E – EXPENSE REIMBURSEMENT

Exhibit F – CONFIDENTIALITY AGREEMENT

Exhibit G – FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES

Exhibit H – REQUIRED PROVIDER CONTRACT PROVISIONS

The above-referenced exhibits are attached hereto and incorporated by this reference. Contractor's services are funded by and through County's contracts with the State of Oregon, Oregon Health Authority (OHA). The program and activities ("Program") are further described in Exhibit A, attached hereto and incorporated by this reference.

- 3. FEE FOR SERVICES:** Contractor's fee for services identified above shall be as indicated below following the checked boxes:

- A retainer amount of \$\_\_\_\_\_ payable at the time this Authorization is executed. This retainer amount shall apply to the fees due under this Agreement at the completion of the services provided by Contractor.
- A fixed fee of \$\_\_\_\_\_.
- A fee amount based on the Budget detailed in Exhibit A. Maximum consideration shall not exceed **\$49,000** for the Contract term.

- 4. Work Standard.**

- Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- For goods and services to be provided under this Contract, Contractor agrees to:
  - perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
  - comply with all applicable legal requirements;
  - comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
  - take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

- 5. Ownership of Work.** Subject to Oregon record retention laws, all work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.
- A. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author and Contractor shall be deemed co-author.
  - B. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
  - C. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
  - D. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
  - E. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
  - F. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
  - G. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
  - H. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, 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 to authorize others to do the same on County's behalf.
- 6. Regulations and Duties.** Contractor shall comply with all applicable provisions of that certain contract, as amended, including applicable Service Descriptions attached thereto, effective July 1, 2019, between the State of Oregon acting by and through its Oregon Health Authority (OHA) and Deschutes County, OHA Agreement #159809. Contractor agrees to comply with the rules and regulations of County, applicable provisions in the contract between County and OHA, incorporated herein by reference, as of the effective date of the Contract, applicable provisions of the Administrative Rules and Procedures of OHA, applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to Contractor's performance of services under this Contract. Any act or duty of County, imposed upon County by OHA, which, by the nature of this Contract County determines to be within the scope of this Contract and is to be performed by Contractor, Contractor shall perform on behalf of County. No federal funds may be used to provide services in violation of 42 USC 14402.
- 7. County Code Provisions.** Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <http://weblink.deschutes.org/public/0/doc/78735/Page1.aspx>.
- 8. Confidentiality.** In addition to the obligations imposed upon Contractor by **Exhibit F**, Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
  - B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
  - C. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
  - D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
  - E. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
  - F. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
  - G. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
  - H. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement or a Confidentiality Agreement, whichever is applicable with County, which, if attached hereto, shall become a part of this Contract.
  - I. **If applicable to services provided for in this Contract.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OHA for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. Contractor shall maintain the confidentiality of records of clients as required by applicable state and federal law, including without limitation, ORS 179-495 to 179.507. 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority (OHA), implementing the foregoing laws, and any written policies made available to Contractor by County or by the OHA. Contractor shall create and maintain written policies and procedures related to the disclosure of a client's information and shall make such policies and procedures available to County and the OHA for review and inspection as reasonably requested by County or the OHA.
- 9. Termination.** This Contract may be terminated by either Party at any time for any reason upon thirty (30) days' notice in writing to the other Party.
- 10. Notice.** Except as otherwise expressly provided in this Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.
- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.



- B. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- C. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

<u>To Contractor:</u>	<u>To County:</u>
	Dr. George A. Conway, Director
	Deschutes County Health Services
	2577 NE Courtney Dr.
	Bend, Oregon 97701
	Fax No. 541-322-7565
	<a href="mailto:George.conway@deschutes.org">George.conway@deschutes.org</a>
	cc: <a href="mailto:Kathe.hirschman@deschutes.org">Kathe.hirschman@deschutes.org</a>

<u>To County – Accounts Payable:</u>	<u>To County – for Notices &amp; Terminations:</u>
Accounts Payable	Justice Evans, Contract Specialist
Deschutes County Health Services	Deschutes County Health Services
2577 NE Courtney Dr.	2577 NE Courtney Dr.
Bend, Oregon 97701	Bend, Oregon 97701
Fax No. 541-322-7565	Fax No. 541-322-7565
_HSAccountsPayable@deschutes.org	grace.evans@deschutes.org

**11. Contractor’s Tender upon Termination.** Upon the effective date of a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- A. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.

**12. Independent Contractor.** County is not, by virtue of this Contract, a partner or joint venturer with Contractor in connection with activities carried out under this Contract and shall have no obligation with respect to Contractor’s debts or any other liabilities of each and every nature. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.

**13. Contractor and Subcontractors.** Workers Compensation insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers’ compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Worker’s Compensation Insurance to cover claims made under Worker’s Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer’s Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employer’s liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This Workers Compensation insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured’s right of subrogation against County.

**14. Delegation and Reports.** Contractor shall not delegate the responsibility for providing services hereunder to any other individual or agency.

**15. Constraints.** Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

- A. Contractor shall:
- 1) Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this Contract.
  - 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Contract.
  - 3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - 5) Be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
- B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper offices representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract.
- C. Contractor shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services, and all monies and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or Contract for the purpose of providing or paying for such services.
- D. Contractor shall pay employees at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under the Fair Labor Standards Act of 1938 (29 U.S. C. 201, et seq.) from receiving overtime. Persons employed under this contract shall receive at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week, whichever is greater.
- E. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Contractor shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan that was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).
- G. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that she or he is authorized to act on behalf of Contractor, she or he has authority and knowledge regarding Contractors' payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws.

**16. Insurance.** Contractor shall provide insurance in accordance with Exhibit B attached hereto and incorporated by reference herein.

**17. Settlement of Disputes.** Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. The Deschutes

County Health Services Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.

**18. Indemnity and Hold Harmless.**

- A. To the fullest extent authorized by law the Parties shall defend, save, hold harmless and indemnify each other and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of a Party or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to a Party by the other Party that may be the subject of protection under any state or federal intellectual property law or doctrine, or the Party's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- B. Each Party shall have control of the defense and settlement of any claim brought against that Party that is subject to subparagraph A of this paragraph; however neither the defending Party nor any attorney engaged by the defending Party shall defend the claim in the name of the other Party or any department or agency thereof, nor purport to act as legal representative of the other Party or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the Party's legal counsel, authority to act as legal counsel for the County, nor shall a Party settle any claim on behalf of the other party without the approval of the other Party's legal counsel.
- C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each Party shall defend, save, hold harmless and indemnify the other Party and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of the Party or its officers, employees, contractors, or agents under this Contract.

**19. Drugs and Alcohol.** Contractor shall adhere to and enforce a drug free workplace policy regarding the use of alcohol and the unlawful (under either state or federal law) selling, possession or use of controlled substances while performing work under this Contract.

**20. Criminal Background Investigations.** Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose material criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

**21. Federal Law compliance.** Contractor shall comply with the provisions of those laws referred to in Exhibit G, attached hereto. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract.

**22. Attorney Fees.** In the event an action, suit or proceeding, including appeal there from, is brought for breach of any of the terms of this Contract, or for any controversy arising out of this Contract, each Party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

**23. Entire Contract.** This Contract constitutes the entire Contract between the parties on the subject matter hereof. There are no understandings, Contracts, or representations, oral or written, not specified herein regarding this Contract.

**24. Renewal.** This Contract may be renewed, subject to the following conditions: (1) renewal will be based on the County Annual Implementation Plan approved by the Department, and (2) renewal is subject to the availability of funding.

**25. Waiver.**

- A. Neither Party's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**26. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- B. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

**27. Severability.** If any term or provision of this Contract 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 this Contract did not contain the particular term or provision held invalid.

**28. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties.

- A. All understandings and agreements between the Parties and representations by either Party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either Party unless in writing signed by both Parties.
- C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**29. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

**30. Representations and Warranties.**

- A. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
  - 1) Contractor has the power and authority to enter into and perform this Contract;
  - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
  - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor 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 Contractor's industry, trade or profession;
  - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
  - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
  - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.

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

**31. SB 675 (2015) Representation and Covenant.**

- A. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and, where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- B. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Contract.
- C. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the Contract or during the term of the Contract is and will be deemed a default for which Deschutes County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.

**32. Survival.** The provisions of the following paragraphs shall survive termination or expiration of this Contract: 5 (Ownership of Work); 8 (Confidentiality); 10 (Notice); 11 (Contractor's Tender upon Termination); 18 (Indemnity & Hold Harmless); 25 (Waiver); 26 (Governing Law); 29 (Identity Theft Protection); 30 (Representations & Warranties).

**EXHIBIT A**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2020- [REDACTED]**  
**STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE**

In accordance with 2 CFR §200.331, County shall monitor Contractor's delivery of services and promptly report to Oregon Health Authority (OHA) when County identifies a major deficiency in a Contractor's delivery of a service or in a Contractor's compliance with the Contract between Contractor and County. County shall promptly take all necessary action to remedy any identified deficiency. County shall also monitor the fiscal performance of each Contractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Contractor's delivery of a service or in Contractor's compliance with the Contract between Contractor and County, nothing in this Contract shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Contractor.

- 1. Contractor shall perform the following work.** Contractor's focus will be conducting analysis regarding suicides, drug and alcohol abuse, behavioral morbidity and mortality and related health problems, traumatic injuries, and communicable diseases (including COVID-19) as assigned in Deschutes County, and, as comparable data are available, the tri-county (Crook, Deschutes, Jefferson) area over a specific timeframe as determined by County. Specific services shall include:
  - A. Contractor understands and agrees that some assignments may be time sensitive and shall endeavor to meet deadlines as specifically imposed by County. Contractor shall communicate (e-mail or verbal) with County point of contact or designee relating to deadlines to ensure clarity and prioritization of projects. Both Parties shall agree upon assignment deadlines prior to Contractor's commencement of work.
  - B. Conduct jurisdictional records review and provide County with written analysis in a format agreed upon by both Parties.
  - C. Analyze data on other emerging public health and behavioral health problems as assigned by Health Services Director or designee.
  - E. Analyze and interpret health indicators, risk factor and disease surveillance information.
  - F. Evaluate quality and efficiency of County's epidemiological reporting and surveillance systems and procedures and make recommendations for enhancement. Develop surveillance and/or evaluation methods for collecting specific data as requested by County.
  - G. Provide periodic written reports, in a format agreed upon by both Parties, as requested by County and appropriate to the services described in this Contract.
  - H. Assist County in the development of written protocols for emergent health situations.
  - I. Assist County with reporting and documentation in the preparation of applying for grants, as applicable.
  - J. Contractor agrees to attend and participate in training(s), orientation and meetings as requested by County. Contractor shall be reimbursed for applicable travel expenses (mileage, meals, lodging) as outlined in Exhibit E of this Contract. If County approves reimbursement for travel expenses, then supporting documentation such as detailed, itemized receipts, must be included with Contractor's invoice.
  - K. Contractor shall provide full assistance to County in the verification of all licenses and certifications (as applicable). Contractor shall provide County with copies of licenses, certificates of insurance and evidence of education upon request.

- L. Contractor shall submit to County a monthly invoice which notes the quantity of hours worked each day and a brief description or summary of services provided. Invoices shall be submitted to Accounts Payable for County review and approval for reimbursement. If County does not approve Contractor's invoice, County shall contact Contractor and detail what needs to be submitted in order to approve Contractor's invoice. County's approval shall not be unreasonably withheld. The final invoice for this Contract term shall be submitted no later than April 30, 2021.
- M. Contractor shall give County a minimum two (2) week advance notice of planned and/or anticipated absences. Contractor shall alert County as soon as possible in the event of an unanticipated absence.

**2. County Services.** County shall provide Contractor, at County's expense, with material and services described as follows:

- A. County acknowledges that Contractor shall provide most of the services detailed in this Contract from a remote location, therefore County shall provide use of a dedicated computer/laptop, software pertinent to work, computer access to County's network, training and technical support.
- B. County shall provide a point of contact or designee to provide project assignments, approve or disapprove of work product (as applicable), schedule applicable trainings, orientation and/or meetings, and appoint agreed upon project deadlines.

**3. Consideration.** County shall provide payments to Contractor once Contractor's invoice is approved.

- A. County will pay Contractor on a fee-for-service basis at **\$56** per hour. The maximum number of hours Contractor is authorized to work under this Contract is an average of forty (40) hours per week.
- B. Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports when due, or fail to perform or document the performance of contracted services; County may immediately withhold payments under this Contract or reject part or all of Contractor's invoice for payment.
- C. Contractor may be entitled to reimbursement for travel expenses as set forth in Exhibit F. Travel expenses for the duration of this Contract shall not exceed **\$3,000**. If reimbursement for travel expenses is approved, supporting documentation such as detailed, itemized receipts, must be included with Contractor's invoice. Reimbursement requests are subject to County approval.

- YES**
- NO**

**4. The maximum compensation.**

- A. The maximum compensation, including travel expenses, under this Contract shall not exceed **\$49,000**.
- B. Contractor shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum compensation amount set forth above.
  - 1) County may be required to amend maximum compensation through amendment of this Contract. If this maximum compensation amount is decreased or increased by amendment of this Contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.
  - 2) Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports, itemized receipts or documentation as outlined in this Contract, or fail to perform or document the performance of contracted Services, County shall immediately withhold payments under this Contract or reject part or the Contractor's entire invoice for payment.
  - 3) In the event that a statutorily required license or insurance is suspended or not extended, County's obligation to provide reimbursement for services rendered without the necessary license or insurance will cease on the date of expiration or suspension of license and/or insurance.



**5. Schedule of Performance or Delivery.**

- A. County's obligation to pay depends upon Contractor's delivery or performance in accordance with this Exhibit A.
- B. County will only pay for completed work that conforms to the terms of the Contract.

**6. Renewal.** This Contract may be renewed, subject to the following conditions:

- A. Renewal will be based on the County Annual Implementation Plan approved by the OHA.
- B. Renewal is subject to the availability of funding and County approval.



**EXHIBIT B  
DESCHUTES COUNTY SERVICES CONTRACT  
Contract No. 2020-        
INSURANCE**

**Contractor shall at all times maintain in force at Contractor’s expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this Contract. Policies written on a “claims made” basis must be approved and authorized by Deschutes County.**

**Workers Compensation** insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers’ compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employer’s Liability insurance with coverage limits of not less than \$500,000 must be included.

**Professional Liability** insurance with an occurrence combined single limit of not less than:

- | Per Occurrence limit                 | Annual Aggregate limit               |
|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> \$1,000,000 | <input type="checkbox"/> \$2,000,000 |
| <input type="checkbox"/> \$2,000,000 | <input type="checkbox"/> \$3,000,000 |
| <input type="checkbox"/> \$3,000,000 | <input type="checkbox"/> \$5,000,000 |

Professional Liability insurance covers damages caused by error, omission, or any negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as “tail coverage” for claims made within two years after this Contract is completed.

- Required by County                       Not required by County (one box must be checked)

**Commercial General Liability** insurance with a combined single limit of not less than:

- | <u>Per Single Claimant and Incident</u> | <u>All Claimants Arising from Single Incident</u> |
|---|---|
| <input type="checkbox"/> \$1,000,000    | <input type="checkbox"/> \$2,000,000              |
| <input type="checkbox"/> \$2,000,000    | <input type="checkbox"/> \$3,000,000              |
| <input type="checkbox"/> \$3,000,000    | <input type="checkbox"/> \$5,000,000              |

Commercial General Liability insurance includes covering bodily injury, death and property damage, premises, operations, products, completed operations and contractual liability. This insurance coverage shall be written on an occurrence form basis, with not less than the amounts determined above.

- Required by County                       Not required by County (One box must be checked)

**Automobile Liability** insurance with a combined single limit of not less than:

- Per Occurrence
- \$1,000,000  
 \$2,000,000  
 \$3,000,000

Automobile Liability insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”) Automobile Liability Insurance must be in not less than the amounts stated above.

- Required by County                       Not required by County (one box must be checked)

**Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include Deschutes County, the State of Oregon, their officers, employees, volunteers and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**Additional Requirements.** Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. Contractor or Contractor's insurer shall notify County in writing at least thirty (30) days in advance of any cancellation, material change, potential exhaustion of aggregate limits or non-renewal of the required insurance coverage(s). Contractor shall be responsible for any deductible or self-insured retention. Completed copies of insurance policies shall be provided to County.

**Tail Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of twenty-four (24) months following the later of : (i) Contractor's completion and County 's acceptance of all Services required under this Contract or, (ii) the expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing twenty-four (24) month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then Contractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

Risk Management BY: _____ Signature
Name: _____ Type Name
Title: <u>Loss Prevention Specialist</u>
Date: _____

**EXHIBIT C**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
 Contract No. 2020-        
**CERTIFICATION STATEMENT FOR CORPORATION**  
**OR INDEPENDENT CONTRACTOR**

**NOTE: Contractor Shall Complete A or B in addition to C below:**

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.**

<b>I certify under penalty of perjury that Contractor is a [check one]:</b>		
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership                   authorized to do business in the State of Oregon.		
_____	_____	_____
Signature	Title	Date

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

**Contractor certifies under penalty of perjury that the following statements are true:**

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, **and**
3. All of the statements checked below are true.

**NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.**

- \_\_\_ A.      The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- \_\_\_ B.      I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
- \_\_\_ C.      I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
- \_\_\_ D.      I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
- \_\_\_ E.      Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

_____	_____
Contractor Signature	Date

**C. Representation and Warranties.**

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards;
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent and duly licensed to perform the services;
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4);
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**EXHIBIT D**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2020-**  
**WORKERS' COMPENSATION EXEMPTION CERTIFICATION**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate box*):

- NOT APPLICABLE**
  - Contractor is providing Workers' Compensation certificate.
  
- SOLE PROPRIETOR**
  - Contractor is a sole proprietor, and
  - Contractor has no employees, and
  - Contractor shall not hire employees to perform this contract.
  
- CORPORATION - FOR PROFIT**
  - Contractor's business is incorporated, and
  - All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
  - The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.
  
- CORPORATION - NONPROFIT**
  - Contractor's business is incorporated as a nonprofit corporation, and
  - Contractor has no employees; all work is performed by volunteers, and
  - Contractor shall not hire employees to perform this contract.
  
- PARTNERSHIP**
  - Contractor is a partnership, and
  - Contractor has no employees, and
  - All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
  - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.
  
- LIMITED LIABILITY COMPANY**
  - Contractor is a limited liability company, and
  - Contractor has no employees, and
  - All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
  - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

\*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

**EXHIBIT E**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2020-**  
**EXPENSE REIMBURSEMENT**

It is the policy of the County that travel shall be allowed only when the travel is essential to Contractor's performance and delivery of services outlined in Exhibit A of this Contract. If Contractor is approved to be reimbursed for expenses outlined below, it will be stipulated in Exhibit A of this Contract in the paragraph entitled "Consideration".

Contractor shall be entitled to reimbursement for expenses as set forth in this Exhibit F:

**YES**

**NO**

- A. General Information: All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
- County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
  - County may approve a form other than the Expense Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
  - Personal expenses shall not be authorized at any time.
  - Unless otherwise stipulated, all expenses are included in the total maximum contract amount.
  - Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit A of this Contract.
  - The current approved rates for reimbursement of travel expenses are set forth by the United States General Services Administration ("GSA") and are subject to change accordingly.
  - County shall not reimburse for any expenses related to alcohol consumption or entertainment.
  - Charge slips for gross amounts are not acceptable.
- B. Expense Reporting: Contractors must submit expense reports timely and accurately for all expense reimbursements. Such reports must be submitted within sixty (60) days from the date incurred. Untimely expenses may not be reimbursed.
- C. Documentation Requirements: Contractors are required to accurately and completely:
- Include necessary backup data and supporting receipts (see "Receipts" section below).
  - Complete County's Expense Reimbursement Form (Contact Deschutes County Health Services Contract Specialist for the most current version of the County form) for all expenses incurred, regardless of method of payment.
- D. Receipts: The following are required:
- Contractor must submit **itemized** receipts.
  - Lodging receipts must be a detailed hotel bill.
  - An air travel receipt should be the passenger copy of the ticket and/or itinerary.
  - Rental vehicle receipt must be the traveler's copy.
  - Original amounts and dates must not be altered. If the original information is incorrect, the discrepancy must be explained.
  - Contractors that have been approved for reimbursement for cell phone expenses must submit the detail summary page for reimbursement.
- E. Exceptions: Exceptions from or deviations to this Exhibit require County's Department Director's prior written approval.
- F. Per Diem: Per Diem covers meals, lodging, and incidentals. Mileage allowances cover fuel, and auto operating expenses of a personal vehicle. Per diem payments may never exceed the IRS/U.S. Government approved per diem rates.

G. Air Travel Policy: Contractors are required to:

- Accept the lowest logical airfare consistent with business needs. However, Contractor may elect to fly non-stop (over a lower-priced, connecting flight) provided the additional cost is less than \$100 per direction, or if the connection would add more than two (2) hours of travel time each way.
- Use economy/coach class for all domestic flights. However, upgrades are acceptable as long as there is no additional cost to the County.
- Flight insurance premiums are not reimbursable.

H. Vehicle Rental Policy: When it is necessary to rent a vehicle, the cost of the rental plus tolls, fuel, and parking is reimbursable. The cost of full-size (or smaller) cars will be reimbursed. Upgrade costs for GPS are not reimbursable. If a personal vehicle is used, reimbursement shall be at the GSA's stated mileage rate. Contractors must provide a copy of Automobile Liability Insurance to be reimbursed for mileage.

- Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
- To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
- No mileage reimbursement shall be paid for the use of motorcycles or mopeds.

I. Lodging Policy: The daily cost of lodging is a reimbursable expense when away from the normal work place on County business. Such cost includes only the single occupancy room rate and applicable taxes. Charges for hotel amenities are not a reimbursable expense.

- County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodging rate set by the GSA for Bend, Oregon.
- Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.

J. Meals: Contractor may be reimbursed for the reasonable and actual cost of meals (including tips) subject to the GSA maximum per diem meal allowance.

- Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this Contract.
- For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
  - a) Breakfast, \$13;
  - b) Lunch, \$15;
  - c) Dinner, \$31.
- Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
  - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours before the start of Contractor's regular workday (i.e., 8:00 a.m.).
  - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 a.m. or ends the journey after 11:00 a.m.
  - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after the end of Contractor's regular workday (i.e., 5:00 p.m.).
- Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this Contract and shall not exceed those set by the GSA and are subject to change accordingly.

**Exhibit F**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2020- [REDACTED]**  
**CONFIDENTIALITY AGREEMENT**

Deschutes County contracted entities have an obligation to safeguard confidential information and records to which they have access or become aware of during the term of the Contract in which services are being provided. Confidential information is information which is private or which the law prohibits disclosure to unauthorized persons. For example, medical records, mental health records, personal information and financial records of individuals and businesses are confidential.

It is important that [REDACTED] ("Contractor") understand the obligation to maintain the confidentiality of information and records which Contractor may access or become aware of while under contract with County. Improper disclosure or release of confidential information or records can be damaging or embarrassing and can result in personal legal liability or criminal penalties. Also, any agent, employee, representative or subcontractor of Contractor who improperly uses, discloses or releases confidential information or records will be subject to legal action, up to and including termination of the Contract to which this Confidentiality Agreement is attached. Except as is necessary to perform official work with Deschutes County, Contractor is not authorized to use, disclose or release any information or records to which the Contractor has access or becomes aware of during the term of the Contract in which services are being provided without the express written approval of Deschutes County Department Director.

As an agency under contract with Deschutes County, Contractor needs to agree to abide by the laws and policies governing confidentiality by signing this Confidentiality Agreement. If at any time, Contractor has any questions regarding confidentiality laws or policies or regarding Contractor's obligation to maintain the confidentiality of any information or records, Contractor shall contact Deschutes County Department Director, Privacy Officer or Legal Counsel.

**BY SIGNING BELOW, CONTRACTOR, CERTIFIES THAT CONTRACTOR HAS READ AND UNDERSTOOD THIS CONFIDENTIALITY AGREEMENT, THAT, AS AN AGENCY UNDER CONTRACT WITH DESCHUTES COUNTY, CONTRACTOR HAS A DUTY TO ABIDE BY THE LAWS AND POLICIES REGARDING CONFIDENTIAL INFORMATION AND RECORDS AND THAT CONTRACTOR WILL ABIDE BY THOSE LAWS AND POLICIES. CONTRACTOR FURTHER UNDERSTANDS AND AGREES THAT, IF CONTRACTOR IMPROPERLY USES, DISCLOSES OR RELEASES CONFIDENTIAL INFORMATION OR RECORDS, CONTRACTOR WILL BE SUBJECT TO LEGAL ACTION, UP TO AND INCLUDING TERMINATION OF THE CONTRACT TO WHICH THIS CONFIDENTIALITY AGREEMENT IS ATTACHED.**

Contractor

Deschutes County

BY:

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Type Name or Print Name

Name: George A. Conway  
Type Name or Print Name

Title: \_\_\_\_\_

Title: Health Services Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit G**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2020-**

**Compliance with provisions, requirements of funding source and  
FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES**

Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions as may be amended from time to time, County (LPHA) shall comply and, as indicated, require all Contractors (Subcontractors) to comply with the following federal requirements to the extent that they are applicable to this Contract, to the Work, or to any combination of the foregoing. For purposes of this Contract, 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.** LPHA shall comply and require all Subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, LPHA 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 Contract: (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 Contract and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 USC 14402.
2. **Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then LPHA 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 U.S. Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then LPHA 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 OHA, United States Department of Health and Human Services, and the appropriate regional office of the Environmental Protection Agency. LPHA shall include and require all Subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractors to comply with the federal laws identified in this section.
4. **Energy Efficiency.** LPHA 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 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Contract, the LPHA certifies, to the best of the LPHA's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of LPHA, 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 the United States 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 United States Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the LPHA shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The LPHA shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract 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 LPHA under this Contract 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.
- f. No part of any federal funds paid to LPHA under this Contract 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 itself or legislative body other than for normal and recognized executive-legislative relationships or participation by an 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 LPHA under this Contract 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 or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

**6. Resource Conservation and Recovery.** LPHA 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.** Sub-recipients, as defined in 45 CFR 75.2 which includes, but is not limited to LPHA shall comply, and LPHA shall require all Subcontractors to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit

conducted in accordance with the Single Audit Act. If sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be made available in accordance with Exhibit I, "Records and Maintenance, Access, and Confidentiality."

- 8. Debarment and Suspension.** LPHA 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. Drug-Free Workplace.** LPHA shall comply and require all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) LPHA certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace; LPHA's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Subcontractors to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Subcontractors may provide any service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the LPHA or LPHA's employee, officer, agent or Subcontractors has used a controlled substance, prescription or non-prescription medication that impairs the LPHA or LPHA's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Contract.
  
- 10. Pro-Children Act.** LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
  
- 11. Medicaid Services.** To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a.** Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or Federal Agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing

Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).

- b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 Part CFR 431.107(b)(4), and 42 CFR Part 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. LPHA shall acknowledge LPHA's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Subcontractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

**12. ADA.** LPHA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.

**13. Agency-Based Voter Registration.** If applicable, LPHA 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.

#### **14. Disclosure.**

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any Subcontractors of Medicaid or CHIP services, including fiscal agents of Subcontractors and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or

managed care entity.

**15. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.



**Exhibit H**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2020- [REDACTED]**  
**REQUIRED PROVIDER CONTRACT PROVISIONS**

**Oregon Health Authority Exhibit H of 2019-2021 Intergovernmental Agreement**

**General Applicability and Compliance.** County referenced herein as Local Public Health Authority or “LPHA” shall comply and, as indicated, require all subcontractors (CONTRACTOR referenced herein as “Subcontractors”) to comply with the following “Required Provider Contract Provisions” to the extent that they are applicable to the Contract (executed between County and CONTRACTOR to which this Exhibit H is attached), to LPHA, or to the Work, or to any combination of the foregoing.

**1. Expenditure of Funds.** Subcontractors may expend the funds paid to Subcontractors under this Contract solely on the delivery of services as described in this Contract (“Services”), subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):

- a. Subcontractors may not expend on the delivery of Services any funds paid to Subcontractors under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Services.
- b. If this Contract requires Subcontractors to deliver more than one service, Subcontractors may not expend funds paid to Subcontractors under this Contract for a particular service on the delivery of any other service.
- c. Subcontractors may expend funds paid to Subcontractors under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.

**2. Records Maintenance, Access and Confidentiality.**

- a. **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State’s Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Subcontractors that are directly related to this Contract, the funds paid to Subcontractors hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractors shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractors hereunder.
- b. **Retention of Records.** Subcontractors shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractors hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Subcontractors shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Subcontractors shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractors under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractors shall (i) establish separate accounts for each type of service for which Subcontractors is paid under this Contract and (ii) document expenditures of funds paid to Subcontractors under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Subcontractors under this Contract for employee compensation. Subcontractors shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.
- d. **Safeguarding of Individual’s Information.** Subcontractors shall maintain the confidentiality of client records as

required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractors shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.093, 433.098 and 42 CFR Part 2. Subcontractors shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested.

- 3. Alternative Formats of Written Materials.** In connection with the delivery of Services, Subcontractors shall:
- a. Make available to an Individual, without charge to the Individual, upon the Individual's, the County's or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by the Oregon Health Authority's administrative rules or by the Oregon Health Authority's written policies made available to Subcontractors.
  - b. Make available to an Individual, without charge to the Individual, upon the Individual's, County's or the Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by Subcontractors.
  - c. Make available to an Individual, without charge to the Individual, upon the Individual's, County's or the Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by Subcontractors.
  - d. Make available to a Client with hearing impairments, without charge to the client, upon the Client's, County's or the Oregon Health Authority's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all work product and contracts related to this Contract.

- 4. Compliance with Law.** Subcontractors shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractors expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract:
- a. All applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
  - b. All state laws governing operation of community public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community public health programs;
  - c. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Subcontractors, 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. In addition, Subcontractors shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H to the certain 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services between County and the Oregon Health Authority dated as of July 1, 2019, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 5. Grievance Procedures.** If Subcontractors employees fifteen (15) or more employees to deliver the services under

this Contract, Subcontractors shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include “due process” standards, which, at a minimum shall include:

- a. An established process and time frame for filing an employee grievance.
- b. An established hearing and appeal process.
- c. A requirement for maintaining adequate records and employee confidentiality.
- d. A description of the options available to employees for resolving disputes.

Subcontractors shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Subcontractors and are aware of the means by which employees may make use of the employee grievance procedures. Subcontractors may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Subcontractors employee manual that describes the Subcontractors employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

**6. Independent Contractor.** Unless Subcontractors is a State of Oregon governmental agency, Subcontractors agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.

**7. Indemnification.** To the extent permitted by applicable law, Subcontractors shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Subcontractors, including but not limited to the activities of Subcontractors or its officers, employees, Providers or agents under this Contract.

**8. Required Subcontractors Insurance Language.**

- a. Subcontractors that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit B of the Contract to which this Exhibit H is attached.
- b. Subcontractors that are not units of local government as defined in ORS 190.003, shall 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 Subcontractors 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 Subcontractors from and against any and all Claims.

**9. Subcontracts.** Subcontractors shall include sections 1 through 8, in substantially the form set forth above, in all permitted subcontracts under this Contract.