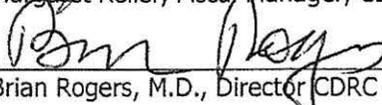


OHSU Contract Approval

Managed Care Contracting and Network Development

CONTRACTOR NAME	The State of Oregon
SERVICES, PURPOSE, NUMBER (if available)	CDRC Agreement for Cost Settlement of services provided to DMAP clients at CDRC and Peds Specialties
CONTRACT & RATE TERM	January 1, 2012 – March 31, 2014

Contract Language & Fiscal Responsibility Approval		
Managed Care Contracting & Network Development	 _____ Liz Boileau, Director	2/27/12 _____ Date
Department	 _____ Margaret Keller, Fiscal Manager, CDRC	2/27/14 _____ Date
Department	 _____ Brian Rogers, M.D., Director CDRC	2/27/14 _____ Date

Please review the attached contract and indicate your approval by signing this contract approval sheet. If you have comments or concerns about this agreement, please contact Liz Boileau; Managed Care Contracting; at boileaul@OHSU.EDU or (503) 494-4390.

When all signatures for the Department have been acquired, fax the approval sheet to Patti Marletto in Managed Care Contracting.

Fax number (503) 494-1293
Thank you



Agreement Number 139056

**State of Oregon
Intergovernmental Agreement**

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

This Agreement is between the State of Oregon, acting by and through the Oregon Health Authority, hereinafter referred to as "OHA" and

**Oregon Health & Science University
Child Development and Rehabilitation Center (CDRC)
PO Box 574
Portland, Oregon 97207
Phone number (503) 494-8251
Email: kellerm@ohsu.edu**

hereinafter referred to as "Agency."

Work to be performed under this Agreement relates principally to the OHA's

**Division of Medical Assistance Program (DMAP)
Hospital / Policy and Planning
Contract Administrator: Angel Wynia
500 Summer St NE, E-35
Salem, Oregon 97301
Telephone: (503) 945-5754
Fax: (503) 947-1119
Email: angel.wynia@state.or.us**

- 1. Effective Date and Duration.** This Agreement shall become effective on January 1, 2012 when it has been fully executed by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **March 31, 2014**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

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

Exhibit A, Part 1: Statement of Work
Exhibit A, Part 2: Payment and Financial Reporting
Exhibit A, Part 3: Special Terms and Conditions
Exhibit B: Standard Terms and Conditions
Exhibit C: Subcontractor Insurance Requirements
Exhibit D: Required Federal Terms and Conditions

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

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, and C.
- c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by Agency as set forth in Exhibit A.

3. Consideration.

- a. The maximum not-to-exceed amount payable to Agency under this Agreement, which includes any allowable expenses, is **\$150,000.00**. OHA will not pay Agency any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Vendor or Sub-Recipient Determination. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

Agency is a sub-recipient; OR Agency is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: **93.778**.

5. Agency Data and Certification.

- a. Agency Information. Agency shall provide information set forth below. This information is requested pursuant to ORS 305.385.

Please print or type the following information:

Agency Name (as filed with the IRS): OHSU

Street address: 3181 SW Sam Jackson Park Road

City, state, zip code: Portland, OR 97239

Email address: Kirkenda@ohsu.edu

Telephone: (503) 494-4447 Facsimile: ~~(477)~~⁵⁰³ 494-1293

Federal Employer Identification Number: 93-1176109

Proof of Insurance:

Workers' Compensation Insurance Company: SAIF

Policy #: 981218 Expiration Date: 6/30/14

The above information must be provided prior to Agreement execution. Agency shall provide proof of insurance upon request by OHA or OHA designee.

- b. **Certification.** Agency acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Agency and that pertains to this Agreement or to the project for which the Agreement work is being performed. Agency certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Agency further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Agency. Without limiting the generality of the foregoing, by signature on this Agreement, Agency hereby certifies that:
- (1) Under penalty of perjury the undersigned is authorized to act on behalf of Agency and that Agency is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
 - (2) The information shown in this Section 5., Agency Data and Certification, is Agency’s true, accurate and correct information;
 - (3) To the best of the undersigned’s knowledge, Agency has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (4) Agency and Agency’s employees and agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (5) Agency is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>; and
 - (6) Agency is not subject to backup withholding because:
 - (a) Agency is exempt from backup withholding;
 - (b) Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Agency that Agency is no longer subject to backup withholding.

- c. Agency is required to provide its Federal Employer Identification Number (FEIN). By Agency's signature on this Agreement, Agency hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, Agency is also required to provide OHA with the new FEIN within 10 days.

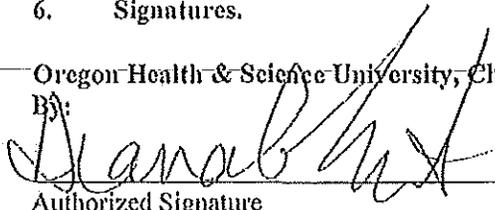
AGENCY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT AGENCY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

6. Signatures.

Oregon Health & Science University, Child Development and Rehabilitation Center (CDRC)

By:

 Hospital CEO 2/28/14
Authorized Signature Title Date

State of Oregon acting by and through its Oregon Health Authority (OHA)

By:

 Director, Medical Assistance Programs 3/20/2014
Authorized Signature Title Date

Approved for Legal Sufficiency:
Not required per OAR 137-045-0030(1)(a)

Division of Medical Assistance Program (DMAP), Hospital / Policy and Planning
Reviewed and approved for release by Angel Wynia on February 20, 2014. Copy of email on file at OC&P.

Office of Contracts and Procurement

 OCAC Contract Specialist 2/10/14
Phillip G. McCoy, OPBC OCAC Contract Specialist Date

EXHIBIT A

Part 1 Statement of Work

- 1. Purpose.** The purpose of this Agreement is to encourage appropriate and maximum utilization of the services of the CDRC by DMAP clients who are eligible for medical assistance under Title XIX (Medicaid) and Title XXI (Children's Health Insurance Program). CDRC is the public entity authorized to provide services for children with special healthcare needs under Title V and provides other highly specialized services, including services to adults with metabolic disorders. DMAP will reimburse the CDRC at cost, in accordance with the terms of this Agreement, for services provided by the CDRC to DMAP clients who are eligible for medical assistance under Title XIX and Title XXI. Reimbursement at cost, for purposes of this Agreement is referred to as an enhanced Resource-Based Relative Value (RBRV) rate of reimbursement. Services and payment for services that are the responsibility of managed care plans are excluded from this Agreement.
- 2. Overview.** CDRC has agreed through separate DMAP provider agreements to provide Covered Services to DMAP clients and will continue to provide them, including multidisciplinary evaluation, case management, and specialized treatment services through outpatient clinics at CDRC centers throughout the state of Oregon to DMAP clients with special health care needs. Services include but are not limited to: case management, physicians' services, nursing services, dietician services laboratory and other diagnostic testing, physical and occupational therapy evaluations and treatment, psychological/psychiatric evaluations, speech and audiological evaluations and treatment, dental services, genetics evaluation or medical genetic consultation for children with special health care needs when it would change or alter the course of medical treatment for the child, metabolic food products and formula (for PKU Dx. 270.1 only), prosthetic, orthotic, and other medical supplies and equipment, and Early and Periodic Screening, Diagnosis, and Treatment Program screenings. CDRC agrees that it is not a direct provider of augmentative communicative devices or other large items of durable medical equipment, such as wheelchairs, and will not bill DMAP for any of these devices or equipment.

For purposes of this Agreement, Covered Services, eligible for cost-based reimbursement under this Agreement, are provided under DMAP provider agreements (using the following DMAP Provider Numbers — 033472, 500662728, 500646010, 500646011, 500646019, 500646023, 500646029, 500646030, 500646031, 500646032, and 500646034) and professional services provided in an inpatient setting to Medicaid eligible children. If any of the preceding provider numbers set forth above are changed, CDRC agrees to notify DMAP's Hospital Policy Manager and DMAP's Provider enrollment unit within 30 days of the change. Other provider numbers associated with the provision of services are not eligible for cost-based reimbursement under this Agreement, without a written amendment to this Agreement to add additional provider numbers. Notwithstanding any administrative rules to the contrary, payments for Covered Services made under these specific DMAP Provider Numbers are subject to the cost settlement process.

3. Activities.

- a. CDRC Clinical Services. DMAP and CDRC agree to cooperate and collaborate in engaging in the following activities for children 0 to 21 years under this Agreement in accordance with 42 CFR 431.615:
- i. Early identification of individuals under 21 in need of medical or remedial services and who are determined by the Department of Human Services to be a DMAP client eligible for Covered Services;
 - ii. Reciprocal referrals, within the framework of the confidentiality laws applicable to such referrals;
 - iii. Coordinating plans for health services provided or arranged for DMAP clients;
 - iv. Exchange of reports of services furnished to DMAP clients;
 - v. Periodic review and joint planning for changes in the Agreement;
 - vi. Continuous liaison between the parties, including designation of State and local liaison staff; and
 - vii. Joint evaluation of policies that affect the cooperative work of the parties.
 - viii. For Fiscal Years 2012, 2013, and 2014, reimbursement for professional pediatric clinical services will be identified by Fee for Service children's care that is being coordinated through a CDRC clinic.

CDRC agrees to conform to all limitations and guidelines of Oregon Health Plan Covered Services.

- b. Professional Inpatient Hospital Services.
- i. DMAP will reimburse OHSU at an enhanced RBRV rate for professional services provided in an inpatient hospital setting that are billed on a professional claim form as prescribed in Exhibit A, Part 2, Section 3., paragraph ii.
 - ii. DMAP will leverage the state share for these services.
 - iii. To be eligible for the enhanced RBRV reimbursement, OHSU shall verify:
 - The child is enrolled as a Fee for Service Medicaid eligible
 - The child is admitted to an OHSU facility
 - The continued care for the child will be coordinated through a CDRC clinic

EXHIBIT A

Part 2

Payment and Financial Reporting

1. **Payments Overview.** The purpose of this Exhibit A, Part 2 is to prescribe the mechanism for providing cost-based reimbursement for the Work described in Exhibit A Part 1. Payments made under this Agreement principally relate to the "Payment Principles" as described below.
2. **Cost-Based Reimbursement Principles:**
 - a. Cost Reporting Data.
 - i. CDRC shall furnish to DMAP on a quarterly basis a list of Medicaid eligible children whose care is being coordinated by CDRC under this Agreement.
 - ii. CDRC agrees to maintain adequate records to thoroughly explain and document how the amounts reported on the financial report and cost statement were determined.
 - A. CDRC must file with DMAP an annual calculation of CDRC's reasonable costs (using cost reporting principles similar to those in the DMAP form 42 Cost Statement modified to reflect the cost centers, non-reimbursable program costs, allowable overhead and non-reimbursable overhead applicable to actual CDRC operations). This annual report is referred to as the CDRC Cost Statement.
 - B. CDRC will provide a copy of its year-end fiscal audit prepared by a certified public accountant, independent of CDRC or OHSU, using generally accepted accounting principles in compliance with audit requirements in OMB Circular A-133. The fiscal audit must demonstrate the allocation of expenses and income associated with all funding sources, including donations and educational grants and third party resources as well as funds associated with services provided to DMAP clients under this Agreement separately from services provided to DHS or DMAP clients under any other financial arrangement and services provided under contract or as a non-participating provider of Oregon Health Plan managed care organizations.
 - C. **Recordkeeping Requirements.** CDRC's records must be accurate and in sufficient detail to substantiate the data reported, and that the costs are properly allocable to the Medicaid and CHIP services covered under this Agreement. CDRC agrees to provide to DMAP such explanatory documents along with the financial report and cost statement to enable DMAP to determine the cost of the provision of Covered Services eligible for cost-based reimbursement under this Agreement. Costs associated with the administration or delivery of services under other agreements with OHA, including Title V, other Medicaid reimbursement based on other provider numbers that are not listed in Exhibit A., Part 1., Section 2. (e.g., targeted case management, supplemental reimbursement for public academic teaching university medical practitioners) or other federal grants, Medicare, educational grants, research grants or funds, gifts or donations must be allocated to those

activities or programs, and may not be allocated to this Agreement.

- iii. Time for submission - The CDRC Cost Statement and the fiscal year-end audit report are due within 90 days of receiving the claims report from DMAP unless an extension is granted by the Agreement Administrator.
 - iv. DMAP will use CDRC-submitted financial statements described in paragraph ii. to identify appropriate costs and charges applicable to this Agreement. DMAP reserves the right to review, at settlement or at a later date, the information upon which the financial or cost statement is based for accuracy, completeness, and compliance with allowable cost reimbursement requirements described in this Agreement.
- b. Calculation of Cost Settlement. DMAP will compute an annual cost settlement based on the state fiscal year for CDRC that includes the DMAP-assigned provider numbers that are applicable to this Agreement. Cost settlement is limited to 100% of Medicaid/CHIP billed allowable charges, defined and computed as follows:
- i. The Cost to Charge Ratio (CCR) multiplied by the total Medicaid/CHIP Billed Allowed charges equals 100% of the total Medicaid/CHIP allowable costs for the period for purposes of this Agreement.
 - ii. From the total Medicaid/CHIP allowable cost established in subsection 2.a.iv above, DMAP will subtract the Total Medicaid/CHIP payments. "Total Medicaid/CHIP payments" shall include adjustments for third party resources and for Medicare deductible and co-insurance (if any) and the result is a cost settlement overpayment or underpayment amount.
 - iii. If the calculation in 2.b.ii. above shows that an overpayment was made to CDRC, OHSU shall repay the overpayment amount back to DMAP within 30 calendar days of the date of the written notice of the determination. CDRC has 30 days from the date of the written notice to appeal the cost settlement determination. Appeal, if any, shall be made by administrative review pursuant to OAR 410-120-1580. OHSU's repayment obligation shall not be delayed by the submission of a request for administrative review.
 - iv. If the calculation in 2.b.ii. above shows that an underpayment was made to CDRC, DMAP will pay the underpayment amount to CDRC within 45 calendar days of the date of the written notice of the determination. CDRC has 30 days from the date of DMAP's notice to appeal the cost settlement determination. Appeal, if any, shall be made by administrative review pursuant to OAR 410-120-1580. OHSU shall be responsible for payment of the state share amount of any underpayment as set forth in Section 4. below.

3. Claim Submission for CDRC Clinical Services and Professional Inpatient Hospital Services.

- a. For purposes of this cost-based reimbursement Agreement, CDRC is responsible for ensuring that the costs reported and charged for Covered Services pursuant to this Agreement are "allowable costs" in accordance with OMB Circular A-21, allocable to

expenditures for Title XIX (Medicaid) and XXI (CHIP) services under 42 CFR 431.615 and reasonable under the cost principles in OMB Circular A-21.

- b. Billings for CDRC Clinical and Professional Inpatient Hospital Services to DMAP clients for purposes of this Agreement will be completed on the electronic 837P, the paper CMS 1500, or the 1036 paper adjustment form and DMAP reimbursement for such claims will be made in accordance with requirements and billing instructions in effect on the date of service in DMAP's Medical-Surgical Services Rules (OAR 410 division 130), DMAP's Medical-Surgical Supplemental Billing Instructions, all other appropriate provider rules applicable to the specific Covered Service, and DMAP's General Rules (OAR 410 division 120), including OAR 410-120-1280 (Billing) and this Agreement.
- c. Prior authorization is not required to be obtained for CDRC Clinical Services before billing for Medicaid Covered Services, notwithstanding fee-for-service General or provider rules that otherwise require prior authorization for certain services. Professional Inpatient Hospital Services rendered will be subject to the prior authorization requirements as stated in applicable administrative rules. CDRC agrees to conform to limitations of the Oregon Health Plan Covered Services, including but not limited to OAR 410-141-0480 (Oregon Health Plan Benefit Package of Covered Services), OAR 410-141-0500 (Excluded Services and Limitations for Oregon Health Plan Clients), and OAR 410-141-0520 (Prioritized List of Health Services). Terms and conditions used in this Agreement shall have the same meaning as defined terms in the General Rules, OAR 410-120-0000, the Medical-Surgical Rules (OAR 410 division 130) and, if applicable, the Oregon Health Plan Rules (OAR 410 division 141).
- d. CDRC will bill all other third party resources before billing DMAP. For clients with Medicare coverage who are also Medicaid eligible, CDRC must bill Medicare prior to billing DMAP.

4. OHSU payment of State Share.

- a. DMAP shall calculate the amount representing the state share of the Medicaid payment due from OHSU based upon information supplied by OHSU as specified in section 2.b.iv. above, or other information as may be necessary and as requested by DMAP, using the applicable match rate in effect at the time of the service. As set forth in section 2.b.iv. above, DMAP shall notify OHSU of the amount of the state share due from OHSU.
- b. OHSU shall pay the state share within 15 business days of receipt of the invoice from DMAP. OHSU shall pay by check or wire transfer to an account designated by OHA.
- c. Upon receipt of OHSU's payment of the state share and within 45 days from the date of DMAP's invoice to OHSU, DMAP will pay OHSU the amount of the underpayment established in section 2.b.iv. above by wire transfer to a bank and account designated by OHSU.
- d. By submitting the payment of the state share, OHSU makes the following representations, warranties and certifications:

- i.** OHSU represents and warrants that it is a non-State government owned or operated public hospital within the meaning of 42 CFR 447 and that it provides inpatient and outpatient Medicaid hospital services under other agreements with the OHA; and,
- ii.** OHSU hereby certifies that the State funds transferred to the OHA by OHSU under this Agreement are public funds that are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds, pursuant to the provisions of 42 CFR 433.51.

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the Agency on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. OHA, Agency and any subcontractor will share information as necessary to effectively serve OHA clients.

2. Amendments.

- a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the Agency under this Agreement.
 - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
 - (3) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (4) Implement additional phases of the Work; or
 - (5) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- b. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 21, "Amendments" of this Agreement.
3. **Agency Requirements to Report Abuse of Certain Classes of Persons.**
- a. Agency shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including: Children (ORS 419B.005 through 419B.045);
 - b. Agency shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to appropriate authorities as a requirement of this Agreement.
 - c. Agency shall immediately report suspected child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the Agency shall notify the referring DHS caseworker within 24 hours. Agency shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
 - d. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person's age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.
4. **Media Disclosure.** The Agency will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the OHA office that referred the child or family. The Agency will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the Agency with an appropriate follow-up response for the media.
5. **Mandatory Reporting.** The Agency shall immediately report any evidence of child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 to 419B.045). If law enforcement

is notified, the Agency shall notify the referring caseworker within 24 hours. Agency shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.

6. **Nondiscrimination.** The Agency must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.
7. **Background Checks.** Agency shall verify that any employee working with clients referred by OHA has not been convicted of any of the following crimes: child or elderly abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with OHA's client. Agency shall establish verification by:
 - (1) having the applicant as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which will be shared with Agency, OR
 - (2) Agency as an employer will contact the local OSP for an "Oregon only" criminal history check on the applicant/employee. Agency will need to give to OSP the applicant's name, birth date and social security number.

Agency shall determine after receiving the criminal history check, whether the employee has listed convictions, and whether these convictions pose a risk to working safely with OHA clients. If Agency notes a conviction from any of the above listed crimes on the applicant/employee's record, and Agency chooses to hire the employee/applicant, Agency shall confirm in writing, the reasons for hiring the individual.

These reasons shall address how the applicant/employee is presently suitable or able to work with referred OHA clients in a safe and trustworthy manner. Agency will place this information, along with the applicant/employee's criminal history check, in the employee's personnel file.

The criminal history check procedures listed above also apply to Contractors. Agency shall establish a personal personnel file and place Contractor's criminal history check in named file for possibility of future OHA review.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

2. **Compliance with Law.**
 - a. Agency shall comply with and require all subcontractors to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of services. Without limiting the generality of the foregoing, Agency expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (1) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (2) all state laws requiring reporting of Agency client abuse; (3) 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. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including Agency, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

 - b. Agency shall comply with the federal laws as set forth or incorporated, or both, in this Agreement and all other federal laws applicable to Agency's performance under this Agreement as they may be adopted, amended or repealed from time to time.

3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Agency is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. **Representations and Warranties.**

- a. Agency's Representations and Warranties. Agency represents and warrants to OHA that:
- (1) Agency has the power and authority to enter into and perform this Agreement;
 - (2) This Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms;
 - (3) Agency has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Agency will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Agency's industry, trade or profession;
 - (4) Agency shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Service; and
 - (5) Agency prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized; Payments.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Agency is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. Payment Method. Payments under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Agency shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Agency shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. Agency shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Agency elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Agency shall provide the changed information or

designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the Agency.

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

7. **Ownership of Work Product.**
 - a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any items or materials created or delivered by or for Agency or a subcontractor in connection with the Work (“Work Product”). With respect to that portion of the Work Product that Agency owns, Agency grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license to (1) reproduce, prepare derivative works based upon, distribute copies of, perform and display the Work Product, (2) authorize third parties to exercise the rights set forth in Section 7.a.(1) on OHA’s behalf, and (3) sublicense to third parties the rights set forth in Section 7.a.(1). If Agency does not own the Work Product in its entirety, or at all, Agency shall obtain from the owner of the portion of the Work Product that Agency does not own, on OHA’s behalf, and in the name of OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license to exercise all of the rights in the Work Product set forth in Sections 7.a.(1), 7.a.(2) and 7.a.(3).

 - b. If state or federal law requires that OHA or Agency grant to the United States a license to any Work Product, or if state or federal law requires that OHA or the United States own the Work Product, then Agency shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the Work Product to the United States or OHA.

 - c. Agency shall include in its subcontractor contracts terms and conditions necessary (1) to ensure that the Agency may grant to or obtain on OHA’s behalf and in the name of OHA the licenses set forth in Section 7.a.(1), and (2) to ensure that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

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

- a. Agency fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
 - b. Any representation, warranty or statement made by Agency herein or in any documents or reports relied upon by OHA to measure the delivery of services, the expenditure of payments or the performance by Agency is untrue in any material respect when made;
 - c. Agency (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of Agency, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Agency, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Agency or of all or any substantial part of its assets, or (3) similar relief in respect to Agency under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Agency is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
9. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by OHA herein is untrue in any material respect when made.
10. **Termination.**
- a. Agency Termination. Agency may terminate this Agreement in whole or in part:
 - (1) For its convenience, upon at least 90 days advance written notice to OHA;
 - (2) Upon 45 days advance written notice to OHA, if Agency does not obtain funding, appropriations and other expenditure authorizations from Agency's governing body, federal, state or other sources sufficient to permit Agency to satisfy its performance

obligations under this Agreement, as determined by Agency in the reasonable exercise of its administrative discretion; or

- (3) Upon 30 days advance written notice to OHA, if OHA is in default under the Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as Agency may specify in the notice.

b. OHA Termination. OHA may terminate this Agreement in whole or in part:

- (1) For its convenience, upon at least thirty days advance written notice to Agency;
- (2) Upon 45 days advance written notice to Agency, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in whole or in part, immediately upon written notice to Agency or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to Agency if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to Agency, if any license or certificate required by law or regulation to be held by Agency or a subcontractor is for any reason denied, revoked, suspended, not renewed or changed in such a way that Agency or a subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular part of the Work impacted by the loss of necessary licensure or certification; or
- (6) Immediately upon written notice to Agency, if OHA determines that Agency or any of its subcontractors have endangered or are endangering the health or safety of an Agency client or others.

- c. Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
- d. Return of Property. Upon termination of this Agreement for any reason whatsoever, Agency shall immediately deliver to OHA all of the OHA's property (including without limitation any Work Products for which OHA has made payment in whole or in part) that are in the possession or under the control of Agency in whatever stage of development and form of recordation such OHA property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Agency shall immediately cease all activities under this Agreement, unless OHA expressly directs otherwise in such notice of termination. Upon OHA's request, Agency shall surrender to anyone OHA designates, all documents, research or objects or other tangible things needed to complete the Work Products.

11. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay Agency under this Agreement.
- (2) Upon termination of this Agreement in its entirety, Agency shall have no further obligation to perform Work under this Agreement.

b. Obligations and Liabilities. Notwithstanding Section 11 above, any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

12. Limitation of Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

13. Indemnity/Hold Harmless Provision. OHA and Agency shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage, and PERS contributions. Agency shall perform the services under this Agreement as an independent contractor. Agency and OHA each shall be responsible, to the other, to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30. 260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

14. Insurance. Agency shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

15. Records Maintenance; Access. Agency shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Agency shall

maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Agency, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Agency's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Agency whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Agency acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Agency shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Agency shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires Agency or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Agency or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Agency shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither OHA nor Agency shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, act of nature, or war which is beyond the reasonable control of OHA or Agency, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
 - a. Agency shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Subcontracts.** Agency shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Agency shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor performance as if the subcontractor were

the Agency with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. OHA's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.

20. **No Third Party Beneficiaries.** OHA and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Agency's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
21. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
22. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
23. **Survival.** Sections 1, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 20, 23, 28, 29 and 30 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Agency that has not been cured.
24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Agency or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

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

25. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
26. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
27. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
29. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
30. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Agency (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Agency in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the

Agency on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Agency is jointly liable with the State (or would be if joined in the Third Party Claim), the Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Agency on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Agency on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 31. Indemnification by Subcontractors.** Agency shall take all reasonable steps to cause its contractor(s), that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 32. Stop-Work Order.** OHA may, at any time, by written notice to the Agency, require the Agency to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Agency shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

 - a.** Cancel or modify the stop work order by a supplementary written notice; or
 - b.** Terminate the work as permitted by either the Default or the Convenience provisions of Section 10, Termination.

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

EXHIBIT C

Subcontractor Insurance Requirements

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

1. **Workers Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

2. **Professional Liability.**

Required by OHA Not required by OHA.

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

Per occurrence limit for any single claimant:

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

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

Per occurrence limit for multiple claimants:

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

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

3. **Commercial General Liability.**

Required by OHA Not required by OHA.

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

Bodily Injury/Death:

Per occurrence limit for any single claimant:

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

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

Per occurrence limit for multiple claimants:

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

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

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2014: ...\$200,000.

From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2014: ...\$600,000.

From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

4. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

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

6. **Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days’ written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
7. **Certificate(s) of Insurance.** Agency shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

EXHIBIT D

Required Federal Terms and Conditions

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

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

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

States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to Agency under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **HIPAA Compliance.** OHA is a Covered Entity with respect to its healthcare components as described in OAR 943-014-0015 for purposes of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and OAR 125-055-0100 through OAR 125-055-0130. OHA must comply with HIPAA to the extent that any Work or obligations of OHA arising under this Agreement are covered by HIPAA. Agency shall determine if Agency will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that Agency will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of any Work required by this Agreement, Agency shall comply and cause all subcontractors to comply with OAR 125-055-0100 through OAR 125-055-0130 and the following:
- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Agency and OHA for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that Agency is performing functions, activities, or services for, or on behalf of, a healthcare component of OHA in the performance of any Work required by this Agreement, Agency shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OHA Privacy Rules, OAR 943-014-0000 et. seq., or OHA Notice of Privacy Practices. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://apps.state.or.us/cf1/FORMS/> (enter form number 2090) or may be obtained from OHA.

- b. **Data Transactions Systems.** If Agency intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Agency shall execute an EDI Trading Partner Agreement with OHA and shall comply with OHA EDI Rules.
 - c. **Consultation and Testing.** If Agency reasonably believes that the Agency's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Agency shall promptly consult the OHA Information Security Office. Agency or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
7. **Resource Conservation and Recovery.** Agency shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Audits.**
- a. Agency shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.
9. **Debarment and Suspension.** Agency shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement 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.
10. **Drug-Free Workplace.** Agency shall comply and cause all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Agency 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 Agency's workplace or while providing services to OHA clients. Agency's notice shall specify the actions that will be taken by Agency 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, Agency'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 Agreement 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 Agreement, 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) days after such conviction; (v) Notify OHA within ten (10) 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 subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Agency, or any of Agency's employees, officers, agents or subcontractors may provide any service required under this Agreement 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 Agency or Agency's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Agency or Agency'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 the Agreement.

11. **Pro-Children Act.** Agency shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
12. **Medicaid Services.** Agency 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 Part 1002.3(a) and 42 CFR Part 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 CFR Part 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. Agency shall acknowledge Agency'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 Agreement and any other Medicaid contract) 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, contractors 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).
- 13. Agency-based Voter Registration.** If applicable Agency shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
- 14. Disclosure.**
- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers 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 Part 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.

- c. 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.
 - d. Agency shall make the disclosures required by this Section 14. to OHA. 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 information) from the provider, fiscal agent or managed care entity.
- 15. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Agency agrees that it has been provided the following notice:
- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - b. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - c. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - d. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - e. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.



John A. Kitzhaber, MD, Governor

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FAX: (503) 373-7889

DOCUMENT RETURN STATEMENT

February 20, 2014

Re: Document #: 139056, hereinafter referred to as "Document."

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

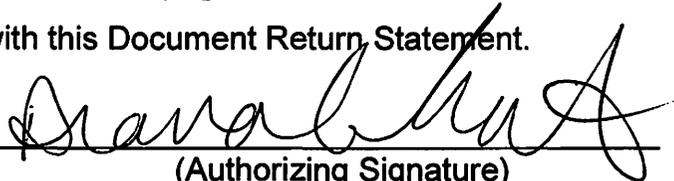
Important: If you have any questions or find errors in the above referenced Document, please contact the contract specialist, Phil McCoy at (503) 945-5868.

I, Diana Gernhart, Hospital CFO,
(Name) (Title)

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and Oregon Health & Science University, by e-mail from Connie Thies on February 20, 2014.

On 2/28/14, I signed the electronically transmitted Document without
(Date)

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

 3/10/14
(Authorizing Signature) (Date)