



Agreement Number 185418

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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This is amendment number **01** to Agreement Number **185418** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "**ODHS**," and

**Deschutes County
Acting by and through its Juvenile Department
633063 NW Britta St Bldg. #1
Bend, OR 97703
Attention: Amy Nortrom
Telephone: 541.316.0269
E-mail address: amy.nortrom@deschutes.org**

hereinafter referred to as "**County**."

1. This amendment shall become effective on the date it is approved in writing by the Oregon Department of Justice, provided it is (i) when required, approved in writing by the Oregon Department of Administrative Services, and (ii) is signed by all parties, regardless of the date of the parties' signatures.
2. The Agreement is hereby amended as follows:
 - a. **Section 1., "Effective Date and Duration"**, to read as follows:
language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

1. Effective Date and Duration. This Agreement shall become effective on the date this Agreement is approved in writing by the Oregon Department of Justice, provided it is (i) when required, approved in writing by the Oregon Department of Administrative Services, and (ii) is signed by all parties, regardless of the date of the parties' signatures. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~September 30, 2026~~ **June 30, 2027**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by County that has not been cured.
- b. **Section 3., "Consideration", Subsection a. only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$435,886.00~~ **\$900,889.00**. ODHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- c. **For services provided on and after January 1, 2026, Exhibit A, Part 1, "Statement of Work"** is hereby superseded and restated in its entirety, as set forth in **Exhibit A, Part 1, "Statement of Work"**, attached hereto and incorporated herein by this reference.
- d. **For services provided on and after January 1, 2026, Exhibit A, Part 2, "Payment and Financial Reporting"** is hereby superseded and restated in its entirety, as set forth in **Exhibit A, Part 2, "Payment and Financial Reporting"**, attached hereto and incorporated herein by this reference.
- e. **Exhibit A, Part 3, "Special Provisions", Section 2.a.(2) only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - (2) ODHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in ~~Portland Metropolitan Consumer Price Index of the U.S. Bureau of Labor Statistics' Consumer Price Index for the Western Region~~; and to provide Cost Of Living Adjustments (COLA) if

ODHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature. In addition, ODHS may periodically amend any payment rates throughout the life of the Agreement to meet current market conditions.

- f. Exhibit A, Part 3, "Special Provisions", Section 3., "County Requirements to Report Abuse of Certain Classes of Persons."** is hereby superseded and restated in its entirety, as set forth below:

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

 - a.** County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:

 - (1) Children pursuant to ORS 419B.005 through 419B.015;
 - (2) Elderly Persons and Adults with Physical Disabilities pursuant to ORS 124.050 through 124.095, and ORS 410.020;
 - (3) Residents of Nursing Facilities pursuant to ORS 441.630 through 441.645; and
 - (4) Adults with Mental Illness or Developmental Disabilities pursuant to ORS 430.735 through 430.743.
 - b.** County shall immediately make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233) or local law enforcement, as a requirement of this Agreement. County does not need to prove abuse occurred, just reasonable suspect abuse occurred, to be required to report.
 - g. For services provided on and after the effective date of this amendment, Exhibit D, "Federal Terms and Conditions"** is hereby superseded and restated in its entirety, as set forth in **Exhibit D, "Federal Terms and Conditions"**, attached hereto and incorporated herein by this reference.

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the undersigned hereby certifies under penalty of perjury that:
 - a. County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County, in addition to any remedies that may be available to ODHS under the Agreement;
 - b. The information shown in Section 5.a. "County Information" of the original Agreement, as amended is County's true, accurate and correct information;
 - c. To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - d. County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - e. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
 - f. County is not subject to backup withholding because:

- (1) County is exempt from backup withholding;
- (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (3) The IRS has notified County that County is no longer subject to backup withholding.

g. County's Federal Employer Identification Number (FEIN) provided to ODHS is true and accurate. If this information changes, County shall provide ODHS with the new FEIN within 10 days.

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5. **County Information.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Deschutes County, Oregon

Street address: PO Box 6005

City, state, zip code: Bend, Oregon 97708-6005

Email address: finance@deschutes.org

Telephone: () 541-617-7421 Fax: () 541-749-2909

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

Workers' Compensation Insurance Company: Self Insured

Policy #: _____ Expiration Date: _____

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6. Signatures.

**COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO
NECESSARY STATE APPROVALS.**

**Deschutes County
Acting by and through its Juvenile Department
By:**

Authorized Signature

Printed Name

Title

Date

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

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved via email by Jeffrey J. Wahl, Attorney-in-Charge

01/29/2026

Oregon Department of Justice

Date

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EXHIBIT A

Part 1 Statement of Work

1. Purpose

- a.** The purpose of this Agreement is to provide Functional Family Therapy (FFT) Services ("Services"). County shall provide FFT to families in Deschutes County that may benefit from FFT. This work is part of Oregon's implementation of the federal Family First Prevention Services Act (FFPSA) and is a part of ODHS's efforts to prevent children from being removed to foster care and ensure families are able to remain together.
- b.** County shall serve families with youth or young adults living in the home that have behavioral health needs. County shall work closely with ODHS to understand the needs of the families they are working with for overall Service development and improvement.

2. Definitions

- a.** **"Fidelity"** means the adherence to the FFT model based on standardized criteria that is monitored regularly.
- b.** **"Functional Family Therapy Clinician"** or **"FFT Clinician"** means a therapist employed by an agency certified to provide FFT who has completed required training to deliver FFT.
- c.** **"Functional Family Therapy (FFT)"** means an evidence-based model that serves families with adolescents and is part of Oregon's Family First Prevention Services Act Plan.

3. Staffing Qualifications. Staff shall be trained according to the FFT model. The County shall ensure that clinical staff and supervisors have completed required trainings in compliance with the FFT.

4. Location of Services and Service Capacity

- a.** Services are primarily intended to be delivered in the family home, however, may take place at a community location, in a public setting, or County's office if preferable to the family.
- b.** County shall maintain a service staff of three (3) FFT clinicians. Each clinician will maintain a caseload sufficient to meet FFT fidelity requirements as determined by ODHS contracted training entity. If

County's total caseload falls below 10 families for over 14 consecutive days, County shall notify ODHS in writing.

5. Referrals/Admission Decisions

- a. County shall develop a process to accept referrals from ODHS for families that are involved with Child Welfare or at risk of becoming involved with Child Welfare.
- b. County shall maintain 1 FTE to prioritize referrals from Child Welfare.
- c. County shall prioritize Child Welfare referrals. County shall ensure capacity to serve at least seven (7) families referred from Child Welfare at any time. If County is serving fewer than seven (7) families at any given time and there are families on the waitlist that were referred by Child Welfare, County shall prioritize families referred by Child Welfare for the next opening. If Child Welfare has not submitted sufficient referrals, County may serve additional families from total wait list.
- d. County may accept referrals from additional sources. Referral sources may include:
 - (1) County Juvenile Departments
 - (2) Hospitals;
 - (3) School or education systems;
 - (4) ODHS staff;
 - (5) pediatrician offices;
 - (6) family self-referral, etc.
- e. County shall maintain ultimate decision making on accepting or denying referrals.
- f. County may not deny Services to a family with an open Child Welfare case without written approval from ODHS. For referrals made by ODHS staff, County shall review within three (3) business days. If County intends to deny Services, County shall notify ODHS within three (3) business days of the intent to deny. ODHS will provide a written response within two (2) business days of receiving request from County.

- g. County may maintain a waitlist. County shall notify ODHS if waitlist exceeds ten (10) families to determine if ODHS should fund an additional FFT Clinician.
- h. County shall develop policies and practices necessary to begin billing Medicaid for the service portion of this agreement. County shall notify ODHS when Medicaid billing begins and report total amount billed to Medicaid each quarter.

6. Services to be Provided.

- a. County shall provide FFT to families with children, youth and young adults appropriate for FFT
- b. County shall provide FFT to Fidelity and will participate in regular Fidelity reviews by the FFT training entity contracted by ODHS.
- c. Following admission to the FFT program, County shall conduct an intake assessment and establish a service plan based on the family needs. The plan shall meet FFT requirements and shall be tracked through FFT training entity's fidelity management software.
- d. Frequency of Services will be dependent on family needs and FFT standards, will be conducted according to the
- e. County shall meet all requirements of an FFT site, at no cost to County. If County's Services do not meet FFT Fidelity standards, County shall work with ODHS and FFT training entity to develop a remediation plan.

7. Other Service Requirements.

- a. Transportation costs are built into the overall rate in this Agreement. County shall reimburse staff for transportation based on organization policies, and transportation will not be reimbursed separately.
- b. County shall utilize a Participation Agreement with families to include language agreed upon by both County and ODHS. ODHS shall provide a draft Agreement to be adapted to the satisfaction of both parties' needs.

8. Reporting Requirements.

- a. County shall report family specific information into the ODHS approved data system supported by the ODHS selected FFT technical assistance provider. County shall remain current with reporting timelines and Fidelity requirements of the program. This will be the

primary mechanism that ODHS uses to monitor County's service delivery.

- (1) Some data entered into the data system will be shared with a third-party evaluator for purposes of evaluation and claiming under the Families First Preservation Services Act (FFPSA). The contracted services have been selected by ODHS as Title IV-E Prevention Services and are therefore subject to evaluation requirements. With the execution of this Agreement, the County permits the third-party evaluator to access needed data through: the data system supported by the technical assistance provider, the County's data, and primary data collection that the third-party evaluator will conduct with a sample of families served by the County. A summary of the data to be collected by the third-party evaluator includes:
 - (a) Fidelity data
 - (b) Service outcome data
 - (c) Data gathered from consenting families documenting their experience with services.
- b. County shall submit monthly reports along with monthly invoices to the ODHS Agreement Administrator or delegate outlining the following:
 - (1) Any challenges to FFT implementation.
 - (2) Any needs from ODHS to improve FFT implementation.
 - (3) Any major staffing changes to FFT program, including:
 - (a) Changes to FFT Clinicians;
 - (b) Changes to FFT clinical supervisor (who has completed all required trainings to provide supervision to FFT Clinicians); and
 - (c) County's plan to ensure service continuity during transition.
 - (4) An overview of all referrals, including:
 - (a) Total number of referrals; and
 - (b) The number of denials, including:
 - i. Denial reason;

- ii. Referral source; and
- iii. Race/ethnicity information for the family denied.

(5) An overview of children currently in Services

- (a) Caseload for each FFT Clinician
- (b) Number of families on a waitlist
- (c) Referral source

(6) An update on progress of billing Medicaid for services including:

- (a) The total amount of funds received
- (b) Any barriers to billing Medicaid
- (c) Any need for assistance from ODHS for Medicaid billing

Remainder of page intentionally left blank.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Payment Provisions:

- a. As consideration for the Services provided by the County during the period specified in **Section 1, "Effective Date and Duration"**, ODHS will pay to the County, a maximum not-to-exceed amount as specified in **Section 3. "Consideration"**, for the provision of all Services as described in Exhibit A, Part 1, "Statement of Work" County shall be paid as follows:

- (1) For the period May 30, 2025, to December 31, 2025, County shall submit a monthly invoice, as outlined below, for \$24,167.00 for Services provided.
- (2) For the period January 1, 2026 through the end date of this Agreement, County shall submit a monthly invoice, as outlined below, for \$37,917.00 for Services provided.
- (3) Should County have fewer than 10 families receiving Services for one full calendar month, ODHS reserves the right to reduce the monthly payment up to 25%.

b. County Invoice:

- (1) County shall submit signed invoices on a form that has been created by County, to ODHS Agreement Administrator, no more than monthly, at the address specified on page one (1) or to any other address as ODHS may indicate in writing to County. County's claims to ODHS for overdue payments on invoices are subject to ORS 293.462.
- (2) Invoices must include the following information:
 - (a) County name;
 - (b) Invoice number;
 - (c) Date of invoice;
 - (d) This Agreement number; and
 - (e) The total amount due and the payment address.

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

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EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, 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.** County 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, County 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) the Health Insurance Portability and Accountability Act of 1996, as amended, (e) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (f) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (g) all regulations and administrative rules established pursuant to the foregoing laws, (h) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (i) 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. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and

Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County 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.

3. **Energy Efficiency.** County 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).
4. **Truth in Lobbying.** By signing this Agreement, County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, 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, County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. County 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 County 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 County 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 County 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.

5. **Resource Conservation and Recovery.** County 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.
6. **Audits.**
 - a. County shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If County expends less than \$750,000 in a fiscal year, County is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
7. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No.

12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

8. **Pro-Children Act.** County 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.).
9. **Medicaid Services.** County 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. County shall acknowledge County'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. Section 1396a(a)(68).

10. **Agency-based Voter Registration.** If applicable, County 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.
11. **Disclosures.**
 - 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. County shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom County has had business transactions totaling more than \$25,000 during the previous 12 month period

ending on the date of the request, and any significant business transactions between County, and any wholly owned supplier or between County and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.

- c. 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.
- d. As such, County must disclose any person with a 5% or greater direct or indirect ownership interest in County 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.
- e. County shall make the disclosures required by this Section 12. to ODHS. ODHS reserves the right to take such action required by law, or where ODHS has discretion, as it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

12. **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. County agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to

Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
- 13. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR § 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of County, and County shall also include these contract provisions in its contracts with non-Federal entities.
- 14. **Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.