State of Oregon Personal/Professional Services Contract

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 <u>dhsalt@state.or.us</u> or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

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

Senior Care, Inc. Century Street, Suite 100 City, OR 97700 Telephone: 541-333-9999 Facsimile: 541-333-7777 E-mail address:

hereinafter referred to as "Contractor."

Work to be performed under this Contract relates principally to DHS'

Aging and People with Disabilities In-Home Services 500 Summer Street NE, E-10 Salem, OR 97301 Contract Administrator: Telephone: 503-947-5162 Facsimile: 503-947-4245 E-mail address:

1. Effective Date and Duration.

This Contract shall become effective on the date this Contract has been fully executed by every party and, when required, approved by Department of Administrative Services and Department of Justice or on August 1, 2013, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on July 31, 2014. Contract termination shall not extinguish or prejudice DHS' right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Contract Documents.

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

There are no other contract documents unless specifically referenced and incorporated in this Contract.

b. This Contract and the documents listed in Section 2., Contract Documents, Subsection a. above, shall be in the following descending order of precedence: this Contract less all exhibits, Exhibits D, A, B, and C.

3. Consideration.

- **a.** The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$\$,000.00. DHS will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination or expiration of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- **b.** Interim payments to Contractor shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A, Part 2, "Consideration".
- **c.** DHS will pay only for completed Work under this Contract. For purposes of this Contract, "Work" means the tasks or services and deliverables accepted by DHS, and which are described in Exhibit A, Part 1, "Statement of Work".
- **4. Vendor or Sub-Recipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, DHS' determination is that:

Contractor is a sub-recipient; OR \boxtimes Contractor is a vendor. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Contract: 93.778

5. Contractor Data and Certification.

a. <u>Contractor Information</u>. Contractor shall provide current information as required below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

Please print or type the following information

If Contractor is self-insured for any of the Insurance Requirements specified in Exhibit C of this Contract, Contractor may so indicate by: (i) writing "Self-Insured" on the appropriate line(s); and (ii) submitting a certificate of insurance as required in Exhibit C, section 9.

Contractor Name (exactly as filed with the IRS):

Street address:
City, state, zip code:
E-mail address:
Gelephone: () - -
S Contractor a nonresident alien , as defined in 26 USC § 7701(b)(1)? <i>Check one box</i>): YES NO
Contractor Proof of Insurance:
All insurance listed must be in effect at the time of provision of services under this Contract.
Professional Liability Insurance Company:
Policy #: Expiration Date:
Commercial General Liability Insurance Company:
Policy #: Expiration Date:
Automobile Liability Insurance Company:
Policy #:Expiration Date:
Workers' Compensation: Does Contractor have any subject workers, as defined in ORS 656.027? <i>Check one box):</i> YES NO <i>If YES, provide the following information:</i>
Workers' Compensation Insurance Comp.
Policy #: Expiration Date:
Business Designation: (Check one box):
Professional CorporationNonprofit CorporationLimited PartnershipLimited Liability CompanyLimited Liability PartnershipSole ProprietorshipCorporationPartnershipOther

Contractor shall provide proof of Insurance upon request by DHS or DHS designee.

- **b.** Certification. By signature on this Contract, the undersigned hereby certifies under penalty of perjury that:
 - (1) The undersigned is authorized to act on behalf of Contractor and that Contractor 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., Contractor Data and Certification, is Contractor's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, Contractor 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) Contractor and Contractor'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) Contractor 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: <u>https://www.sam.gov/portal/public/SAM/;</u>
- (6) Contractor is not subject to backup withholding because:
 - (a) Contractor is exempt from backup withholding;
 - (b) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- (7) Contractor is an independent contractor as defined in ORS 670.600.
- c. Contractor is required to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN) as applicable to DHS. By Contractor's signature on this Contract, Contractor hereby certifies that the FEIN or SSN provided to DHS is true and accurate. If this information changes, Contractor is also required to provide DHS with the new FEIN or SSN within 10 days.

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

CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

6.	Signatures.
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Senior Care, Inc. By:

State of Oregon acting by and through its Department of Human Services By:

Authorized Signature	Title	Date		
Approved by the Department of Administrative Services:				
	Exempt per OAR 125-246	<u>-0170(2)(d)(D)</u>		
Authorized Signature	Title	Date		
Approved for Legal Sufficie	ency:			
Assistant Attorney General		Date		
Office of Contracts and Pro	ocurement:			

Date

Contract Specialist

EXHIBIT A

Part 1 Statement of Work

1. General Services to be provided:

Contractor shall:

- a. Provide home care services and activities of daily living (ADL) care services for Medicaid eligible clients living in Oregon who are referred to Contractor by a Referring Agency. For purposes of this Contract, a Referring Agency means either the Department of Human Services or an Area Agency on Aging;
- b. Be licensed in accordance with, and maintain compliance with, Oregon Administrative Rules (OAR) 333-536-0000 through 0125, and any other applicable rules;
- c. Recruit, select and maintain adequate numbers of qualified staff to provide services required under this Contract;
- d. Train staff on DHS policies, procedures, and in-home service requirements;
- e. Provide authorized services for each eligible person referred by Referring Agency within the maximum number of hours authorized by DHS. Contractor shall be available to deliver these authorized services twenty four (24) hours per day, seven (7) days per week, per full calendar year;
- f. Promptly assign and begin services as indicated in all cases referred as follows:

within twenty-four (24) hours from date of referral for "emergency cases" (someone who requires immediate assistance and has no supports in the home) as determined by the Referring Agency;

within three (3) calendar days from date of referral for "urgent cases" (someone who currently has support in the home that will be meeting the person's care needs for the next three days) as determined by the Referring Agency; and

within five (5) calendar days from date of referral on all other cases.

- h. Notify the Referring Agency's case manager by noon the following day if the client refuses to accept services.
- 2. Specific Services to be provided by Contractor:
 - a. ADL Care Services:
 - (1) Staffing Requirements. Contractor shall:
 - (a) Employ qualified and trained Agency Personal Care Aids (APCA) sufficient in number to meet the needs of the clients receiving services;
 - (b) Verify all APCA are at least 18 years old;

- (c) Comply with the DHS' Criminal History Rules, OAR 407-007-0200 through OAR 407-007-0370;
- (d) Evaluate and verify all APCA have sufficient communication and language skills to enable them to perform required duties and interact effectively with clients and other staff;
- (e) Provide orientation to all APCA prior to APCA independently providing services to clients. The orientation shall include, but not be limited to: APCA duties and responsibilities, client rights, confidentiality, infection control, and any other requirements as specified in OAR 333-536-0070. Contractor shall document and maintain records of APCA attendance at orientations; and,
- (f) Supervise each APCA, observe job performance in the home at least quarterly, and document job performance after probationary period and annually thereafter as specified in OAR 333-536-0070.
- (2) Contractor shall:
 - (a) Post a prioritized emergency contact list (e.g., physician, ambulance, fire department, etc.) by the client's telephone and give a copy of the list to the APCA;
 - (b) Assure that the APCA receives a copy of the Contractor's emergency procedure, local area disaster plan and that the APCA understands the importance of following the plan; and,
 - (c) Conduct an initial screening in the prospective client's home to evaluate the requested service and needs prior to accepting the prospective client and assigning an APCA. The Contractor may bill up to three (3) hours at the ADL care rate for each initial assessment.
- (3) Contractor shall require each APCA to provide the following services:
 - (a) Reassess the client at least quarterly or within one week following emergency treatment and revise the service plan as necessary as changes occur;
 - (b) Provide essential supportive services that enable a client to move into or remain in his/her own home. Services include:
 - i. Basic personal hygiene, including bathing, grooming, nail care, foot care, dressing, and skin care;
 - ii. Toileting / bowel and bladder care, including bowel care requiring delegation by a registered nurse (R.N.);
 - iii. Mobility and transfers, including assistance with ambulating and positioning;
 - iv. Nutrition, hydration, feeding; and

- v. Medications/Oxygen use assisting with administration of medications and assuring medications are taken as ordered by the physician and refilled as appropriate, maintain clean oxygen equipment and assuring adequate oxygen supply.
- b. Medication and Nursing Services:
 - (1) Contractor shall be licensed and be classified as providing "comprehensive" medication and nursing services in accordance with Oregon Administrative Rules (OAR) 333-536-0000 through 0125 and any other applicable rules.
 - (2) Contractor shall ensure personal care services are provided that shall include: medication reminding, medication assistance, medication administration and nursing services in accordance with Oregon Administrative Rules (OAR) 333-536-0000 through 0125, including, but not limited to, OAR 333-536-0007 and any other applicable rules.
 - (3) For clients whose conditions are stable and predictable, the Contractor shall conduct nursing assessment, monitoring, intermittent nursing care, and delegation of special tasks of nursing care. Nursing services shall be conducted in accordance with the Oregon State Board of Nursing Administrative Rules, OAR Chapter 851, Division 045, 047 and 048, and DHS, Public Health Administrative Rules OAR Chapter 333 Division 536 regarding In-Home Care Agencies. Contractor shall provide nursing delegation and teaching services as defined in OAR 411-048-0180.
- c. Home Care Services:
 - (1) Staffing Requirements. Contractor shall:
 - (a) Supervise Agency Home Care Specialists (AHCS);
 - (b) Evaluate and verify AHCS capability to perform the task authorized for the clients they serve and monitor ongoing adequacy in the provision of care services;
 - (c) Verify the AHCS is qualified, competent, trained and capable of meeting the client's individual care needs that are determined by the Referring Agency;
 - (d) Verify all AHCS are at least 18 years old;
 - (e) Comply with the DHS' Criminal History Rules, OAR 407-007-0200 through OAR 407-007-0370;
 - (f) Evaluate and verify all AHCS have sufficient communication and language skills to enable them to perform required duties and interact effectively with clients and other staff;

- (g) Verify all AHCS can provide tasks requiring the skills of an In-Home Care Agency Personal Care Aide after they have received adequate training;
- (h) Provide supervision of AHCS by the home care manager or designee. Supervise AHCS through telephone conferences or face-to-face conferences as needed, and by quarterly on-site monitoring of the services they provide in the home; and,
- (i) Provide training to Contractor's AHCS staff which enables the AHCS staff to demonstrate knowledge and skill in performing those tasks described in Contractor's In-Home Care Services Plan.
- (2) Contractor shall require each AHCS to provide the following services to eligible clients who require assistance with self-management and household tasks.
 - (a) Housekeeping tasks necessary to maintain the client in a healthy and safe environment, including cleaning, laundry, shopping, and meal preparation;
 - (b) Observation of client status and reporting of any significant changes to physician and case manager;
 - (c) Handle first aid and other emergencies;
 - (d) Provide extra support for clients with confusion, dementia, mental illness or other cognitive deficits; and,
 - (e) Arrange, or assist in arranging, necessary medical appointments and transportation to the appointment; as well as arranging or assist in arranging transportation to meet other ADL and Instrumental Activities of Daily Living ("IADL") needs, such as shopping, etc.
- 3. On-site Monitoring and Assessment:
 - a. Contractor shall provide information and documents as requested by the Referring Agency. This requested information may include, but is not limited to:
 - (1) Client records (OAR 333-536-0085);
 - (2) Client nursing services (OAR 333-536-0080);
 - (3) Quality improvement records (OAR 333-536-0090);
 - (4) Protective service investigation findings (OAR 333-536-0040);
 - (5) Organization, administration, and personnel (OAR 333-536-0050);
 - (6) Other areas as defined in the DHS Public Health, In-Home Care Agencies Administrative Rules (OAR 333-536-0000 through 333-536-0125).

The requested information shall be submitted to the Referring Agency within five (5) working days of the request, unless the Referring Agency indicates the request

involves client safety, well-being or a protective service investigation in which case the information must be submitted to the Referring Agency within twenty four (24) hours of the request.

- b. Contractor shall cooperate with any DHS quality assurance visits regarding monitoring of any provision of services under this Contract.
- c. Contractor shall participate in client conferences with the Referring Agency's case managers, as requested.
- d. Contractor shall complete a business analysis or assessment of the Contractor's In-Home Care internal program delivery. The business analysis or assessment must include a review of business goals set and met; a survey of clients' satisfaction with the Contractor's services; input from the Referring Agency case managers / supervisors, Contractor's Supervisors, APCAs and AHCSs; and the average number of clients served each month. The business analysis or assessment must be completed and presented to the Contract Administrator as indicated on page one of this Contract prior to the Contract expiration listed in Section 1., "Effective Date and Duration".
- iv. EXHIBIT A, Part 2, Payment and Financial Reporting is hereby amended as follows:
 - 1. Payment Provisions:
 - a. As Consideration for the services provided by the Contractor during the period specified in Section 1., "Effective Date and Duration", of this Contract, DHS will pay to the Contractor, a maximum not-to-exceed amount as specified in "Consideration" of: section 1
 - (1) The Contractor shall be authorized hours for both Activities of Day Living ("ADL") and Instrumental Activities of Daily Living ("IADL") services, and may be pre-authorized for service-related transportation services. DHS will pay to the Contractor an amount of:
 - (a) \$21.24 per hour for service plan-authorized ADL and IADL services and pre-authorized transportation services;
 - (b) \$0.48.5 per mile for pre-approved service plan-related mileage and transportation services. Mileage shall be based on the most direct route required to transport to and from the destinations contained within the service plan.
 - (c) \$21.24 per hour for the actual time spent, not to exceed a maximum of three (3) hours, for completing the licensed-required initial assessment
 - c. Contractor shall submit for reimbursement of Medicaid authorized services using the electronic billing system MMIS (Medicaid Management Information System). All claims must be submitted no later than 12 months from date of service.

2. Travel and Other Expenses:

DHS will not separately reimburse Contractor for any travel or additional expenses under this Contract. Such expenses are included in the rate for services stated in paragraph 1., "Payment Provisions" above.

- 1. DHS performance hereunder is conditioned upon Contractor's compliance with provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.270, which are hereby incorporated by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in 279A.010(1)(h)), and other recycled products (as "recycled product" is defined in 279A.010(1)(ii)).
- 4. Except as expressly amended above, all other terms and conditions of the original Contract and any previous amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract 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.
- 5. Certification. The Contractor 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 Contractor and that pertains to this Contract or to the project for which the Contract work is being performed. The Contractor 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. Contractor further acknowledges that in addition to the remedies under this Contract, 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 Contractor. Without limiting the generality of the foregoing, by signature on this Contract, the Contractor hereby certifies that:
 - **a.** Under penalty of perjury the undersigned is authorized to act on behalf of Contractor and that Contractor 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;
 - **b.** The information shown in Data and Certification, of original Contract or as amended is Contractor's true, accurate and correct information;
 - c. To the best of the undersigned's knowledge, Contractor 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.** Contractor and Contractor'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;

- e. Contractor 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 <u>https://www.sam.gov/portal/public/SAM/</u>;
- **f.** Contractor is not subject to backup withholding because:

(1) Contractor is exempt from backup withholding;

- (2) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (3) The IRS has notified Contractor that Contractor is no longer subject to backup withholding;
- g. Contractor is an independent contractor as defined in ORS 670.600; and
- **h.** Contractor hereby certifies that the FEIN or SSN provided to DHS is true and accurate. If this information changes, Contractor is also required to provide DHS with the new FEIN or SSN within 10 days.

6. Signatures.

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

Contractor: By:

Authorized Signature	Title	Date
State of Oregon acting by and th By:	rough its Department of Huma	n Services
Authorized Signature	Title	Date
Approved by the Department of	Administrative Services:	
Exempt per OAR 125-246-0170(2)	1	
Authorized Signature	Title	Date
Approved for Legal Sufficiency:		
Assistant Attorney General		Date
Program Office Review:		
Approved via email for signature c	irculation	
		Date
Office of Contracts and Procure	nent Review:	

Date

Contract Specialist

EXHIBIT A

Part 3 Special Provisions

1. Confidentiality of Client Information.

- **a.** All information as to personal facts and circumstances obtained by the Contractor 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 Contract. 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 Contract. Confidentiality policies shall be applied to all requests from outside sources.
- **c.** DHS, Contractor and any subcontractor will share information as necessary to effectively serve DHS clients.

2. Anticipated Amendments.

- **a.** DHS reserves the right to amend or extend the Contract under the following general circumstances:
 - (1) DHS may extend the Contract for additional periods of time up to a total Contract 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 DHS' satisfaction with performance of the work or services provided by the Contractor under this Contract.
 - (2) DHS may periodically amend any payment rates throughout the life of the Contract proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- **b.** DHS further reserves the right to amend the Statement of Work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Contract or previous amendments to the Contract;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Contract.
- **c.** Any amendment to this Contract that does not meet the intent of Section 2. Anticipated Amendments, either Subsections a. or b., above, shall be deemed an unanticipated amendment and shall be handled according to Oregon Administrative Rules.
- **d.** Upon identification, by any party to this Contract, of any circumstance which may require an amendment to this Contract, either anticipated or unanticipated, 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 Contract before the

modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 21. "Amendments; Waiver; Consent," of this Contract.

3. Disclosure.

- 42 CFR 455.104 requires the State Medicaid agency to obtain the following a. 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 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- **c.** DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

EXHIBIT B Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding collectively, "Claim" between DHS or any other agency or department of the State of Oregon, or both, and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

2. Compliance with Applicable Law.

- a. Contractor shall comply and cause all sub-contractors to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the performance of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS Chapter 659A.142 and (ii) all other applicable requirements of state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated. DHS' performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(h)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- **b.** In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Contractor under this Contract to DHS clients, including Medicaid-Eligible Individuals, shall, at the request of such DHS clients, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. DHS shall not reimburse Contractor for costs incurred in complying with this provision. Contractor shall cause all subcontractors under this Contract to comply with the requirements of this provision.
- **c.** Contractor shall comply with the federal laws as set forth or incorporated, or both, in this Contract and all other federal laws applicable to Contractor's performance under this Contract as they may be adopted, amended or repealed from time to time.

3. Independent Contractor.

- **a.** Contractor is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- **b.** If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that

Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Contractor currently performs work would prohibit Contractor's Work under this Contract. If compensation under this Contract is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government.

- c. Contractor is responsible for all federal and state taxes applicable to compensation paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, DHS will not withhold from such compensation any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Contractor under this Contract, except as a self-employed individual.
- **d.** Contractor shall perform all Work as an independent contractor. DHS reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, DHS may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

4. Representations and Warranties.

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

6. Funds Available and Authorized; Payments.

- **a.** Contractor shall not be compensated for Work performed under this Contract by any other agency or department of the State of Oregon or the federal government. DHS certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract within DHS' current biennial appropriation or limitation. Contractor understands and agrees that DHS' payment for Work performed is contingent on DHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.
- b. Payment Method. Payments under this Contract will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other DHS Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Contractor 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 Contract. Contractor shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any payment under this Contract until receipt of the correct EFT designation and payment information from the Contractor.
- 7. **Recovery of Overpayments.** IF BILLINGS UNDER THIS CONTRACT, OR UNDER ANY OTHER CONTRACT BETWEEN CONTRACTOR AND DHS, RESULT IN PAYMENTS TO CONTRACTOR TO WHICH CONTRACTOR IS NOT ENTITLED, DHS, AFTER GIVING WRITTEN NOTIFICATION TO CONTRACTOR, MAY WITHHOLD FROM PAYMENTS DUE TO CONTRACTOR SUCH AMOUNTS, OVER SUCH PERIODS OF TIME, AS ARE NECESSARY TO RECOVER THE AMOUNT OF THE OVERPAYMENT UNLESS CONTRACTOR PROVIDES A WRITTEN OBJECTION WITHIN 14 CALENDAR DAYS FROM THE DATE OF THE NOTICE. ABSENT TIMELY WRITTEN OBJECTION, CONTRACTOR HEREBY REASSIGNS TO DHS ANY RIGHT CONTRACTOR MAY HAVE TO RECEIVE SUCH PAYMENTS. IF CONTRACTOR PROVIDES A TIMELY WRITTEN OBJECTION TO DHS' WITHHOLDING OF SUCH PAYMENTS, THE PARTIES AGREE TO CONFER IN GOOD FAITH REGARDING THE NATURE AND AMOUNT OF THE OVERPAYMENT IN DISPUTE AND THE MANNER IN WHICH THE OVERPAYMENT IS TO BE REPAID. DHS RESERVES ITS RIGHT TO PURSUE ANY OR ALL OF THE REMEDIES AVAILABLE TO IT UNDER THIS CONTRACT AND AT LAW OR IN EQUITY INCLUDING DHS' RIGHT TO SETOFF.

8. Ownership of Work Product.

- **a.** <u>Definitions</u>. As used in this Section 8, and elsewhere in this Contract, the following terms have the meanings set forth below:
 - (1) "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or Contractor.
 - (3) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to DHS pursuant to the Work.
- Original Works. All Work Product created by Contractor pursuant to the Work, b. including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of DHS. DHS and Contractor agree that all Work Product is "work made for hire" of which DHS is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Contractor hereby irrevocably assigns to DHS any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon DHS' reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in DHS. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- c. In the event that Work Product created by Contractor under this Contract is Contractor Intellectual Property, a derivative work based on Contractor Intellectual Property or a compilation that includes Contractor Intellectual Property, Contractor hereby grants to DHS an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Contractor Intellectual Property and the pre-existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on DHS' behalf.
- **d.** In the event that Work Product created by Contractor under this Contract is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Contractor shall secure on DHS' behalf and in the name of DHS an irrevocable, non-exclusive, perpetual, royaltyfree license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on DHS' behalf.

9. Indemnity.

- a. <u>GENERAL INDEMNITY</u>. CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND DHS AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.
- b. INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF SECTION 9.a., CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD DHS, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO DHS BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR DHS' USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY: PROVIDED, THAT THE STATE OF OREGON SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.
- CONTROL OF DEFENSE AND SETTLEMENT. CONTRACTOR SHALL HAVE c. CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO THIS SECTIONS 9.a. OR 9.b.; HOWEVER, NEITHER CONTRACTOR NOR ANY ATTORNEY ENGAGED BY CONTRACTOR SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL. AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON, NOR SHALL CONTRACTOR SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT CONTRACTOR IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEOUATELY DEFENDING THE STATE OF OREGON'S INTERESTS. OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

10. Default; Remedies; Termination.

- **a.** <u>Default by Contractor</u>. Contractor shall be in default under this Contract if:
 - Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
 - (2) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within 14 calendar days after DHS' notice or such longer period as DHS may specify in such notice; or
 - (3) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after DHS' notice, or such longer period as DHS may specify in such notice.
- **b.** <u>DHS' Remedies for Contractor's Default</u>. In the event Contractor is in default under Section 10.a., DHS may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:
 - (1) termination of this Contract under Section 10.e.(2);
 - (2) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
 - (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - (4) exercise of its right of recovery of overpayments under Section 7 of this Contract or setoff, or both.

These remedies are cumulative to the extent the remedies are not inconsistent, and DHS may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Section 10.a., then Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 10.e.(1).

- c. <u>Default by DHS</u>. DHS shall be in default under this Contract if DHS commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.
- **d.** <u>Contractor's Remedies for DHS' Default</u>. In the event DHS terminates the Contract under Section 10.e.(1), or in the event DHS is in default under Section 10.c. and whether or not Contractor elects to exercise its right to terminate the Contract under Section 10.e.(3), Contractor's sole monetary remedy shall be (i) with respect to Work compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Contract but not yet invoiced, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (ii) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by DHS, less previous amounts

paid and any claim(s) that DHS has against Contractor. In no event shall DHS be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 10.d., Contractor shall immediately pay any excess to DHS upon written demand. If Contractor does not immediately pay the excess, DHS may recover the overpayments in accordance with Section 7., Recovery of Overpayments, and may pursue any other remedy that may be available to it.

- e. <u>Termination</u>.
 - (1) DHS' Right to Terminate at its Discretion. At its sole discretion, DHS may terminate this Contract:
 - (a) For its convenience upon 30 days' prior written notice by DHS to Contractor;
 - (b) Immediately upon written notice if DHS fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DHS' purchase of the Work or Work Products under this Contract is prohibited or DHS is prohibited from paying for such Work or Work Products from the planned funding source.
 - (d) Immediately upon written notice to Contractor if there is a threat to the health, safety, or welfare of any DHS client, including any Medicaid Eligible Individual, under its care.
 - (2) DHS' Right to Terminate for Cause. In addition to any other rights and remedies DHS may have under this Contract, DHS may terminate this Contract immediately upon written notice by DHS to Contractor, or at such later date as DHS may establish in such notice, or upon expiration of the time period and with such notice as provided in Section 10.e.(2)(b) or Section 10.e.(2)(c) below, upon the occurrence of any of the following events:
 - (a) Contractor is in default under Section 10.a.(1) because Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
 - (b) Contractor is in default under Section 10.a.(2) because Contractor no longer holds a license or certificate that is required for it to perform Work under the Contract and Contractor has not obtained such license or certificate within 14 calendar days after DHS' notice or such longer period as DHS may specify in such notice; or
 - (c) Contractor is in default under Section 10.a.(3) because Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such

breach, default or failure is not cured within 14 calendar days after DHS' notice, or such longer period as DHS may specify in such notice.

- (3) Contractor's Right to Terminate for Cause. Contractor may terminate this Contract with such written notice to DHS as provided in this Section 10.e.(3), or at such later date as Contractor may establish in such notice, if DHS is in default under Section 10.c. because DHS commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and DHS fails to cure such failure within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.
- (4) Mutual Termination. The Contract may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (5) Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to DHS all of the DHS' property (including without limitation any Work Products for which DHS has made payment in whole or in part) that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such DHS property is expressed or embodied at that time. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless DHS expressly directs otherwise in such notice of termination. Upon DHS' request, Contractor shall surrender to anyone DHS designates, all documents, research or objects or other tangible things needed to complete the Work Products.
- 11. Stop-Work Order. DHS may, at any time, by written notice to the Contractor, require the Contractor to stop all, or any part of the work required by this Contract 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, Contractor 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, DHS 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., Default; Remedies; Termination.
 - **c.** If the Stop Work Order is canceled, DHS may, after receiving and evaluating a request by the Contractor, make an adjustment in the time required to complete this Contract and the Contract price by a duly executed amendment.
- 12. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9. INDEMNITY, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT.
- 13. Insurance. Contractor shall maintain insurance as set forth in Exhibit C, attached hereto.
- 14. **Records Maintenance, Access.** Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and

payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Contract, in such a manner as to clearly document Contractor's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor whether in paper, electronic or other form, that are pertinent to this Contract, are collectively referred to as "Records." Contractor acknowledges and agrees that DHS and the 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. Contractor shall retain and keep accessible all Records for the longer of:

- **a.** Six years following final payment and termination of this Contract;
- **b.** The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- **c.** Until the conclusion of any audit, controversy or litigation arising out of or related to this Contract.
- 15. Information Privacy/Security/Access. If the Work performed under this Contract requires Contractor or, when allowed, its subcontractor(s), to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants Contractor or its subcontractor(s) access to such DHS Information Assets or Network and Information Systems, Contractor shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
- 16. Force Majeure. Neither DHS nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of DHS or Contractor, 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 Contract. DHS may terminate this Contract upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.
- 17. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.

18. Assignment of Contract, Successors in Interest.

- **a.** Contractor shall not assign or transfer its interest in this Contract without prior written consent of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Contract.
- **b.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

- **19. Subcontracts.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract without DHS' prior written consent. In addition to any other provisions DHS may require, Contractor shall include in any permitted subcontract under this Contract provisions to ensure that DHS will receive the benefit of subcontractor performance as if the subcontractor were the Contractor with respect to Sections 1, 2, 3, 4, 5, 8, 9, 14, 15, 17, 18, 19, and 20 of this Exhibit B. DHS' consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 20. No Third Party Beneficiaries. DHS and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. The parties agree that Contractor's performance under this Contract is solely for the benefit of DHS to accomplish its statutory mission. Nothing in this Contract 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 Contract.
- 21. Amendments; Waiver; Consent. DHS may amend this Contract to the extent provided herein, the solicitation document, if any from which this Contract arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Contract shall bind either party unless it is in writing and signed by both parties and when required, the Department of Administrative Services and Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision.
- 22. Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- **23.** Survival. Sections 1, 4, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 20, and 23 of this Exhibit B shall survive Contract expiration or termination, as well as those provisions of this Contract that by their context are meant to survive. Contract expiration or termination shall not extinguish or prejudice DHS' right to enforce this Contract with respect to any default by Contractor that has not been cured.
- 24. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or DHS at the address or number set forth in this Contract, or to such other addresses or numbers as either party may indicate pursuant to this Section 24. 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, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee. Notwithstanding the foregoing, to be effective against DHS, any notice transmitted by facsimile must be confirmed

by telephone notice to DHS' Office of Contracts and Procurement number listed below or any such telephone number DHS may provide by written notice to Contractor.

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

- **25. 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 Contract.
- 26. Headings. The headings and captions to sections of this Contract have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Contract.
- 27. Merger Clause. This Contract constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Contract.
- **28. Counterparts.** This Contract 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 the Contract and any amendments so executed shall constitute an original.
- **29.** Contractor's Failure to Perform. Contractor's failure to perform the statement of work specified in this Contract or to meet the performance standards established in this Contract in accordance with OAR 125-247-0260(3)(d), may result in consequences that include, but are not limited to:
 - **a.** Reducing or withholding payment under this Contract;
 - **b.** Requiring Contractor to perform at Contractor's expense additional work necessary to perform the statement of work or meet performance standards; and
 - **c.** Declaring a default of this Contract and pursuing any available remedies for default, including termination of the Contract as permitted in Section 10. Default; Remedies; Termination of this Contract.

EXHIBIT C Insurance Requirements

Required Insurance: Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit C, prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DHS.

- 1. Workers Compensation: All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). 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. Contractor shall require and ensure that each of its subcontractors complies with these requirements.
- 2. Professional Liability:

Required by DHS 🗌 Not required by DHS

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the DHS:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2013:	\$1,800,000.
July 1, 2013 to June 30, 2014:	\$1,900,000.
July 1, 2014 to June 30, 2015:	\$2,000,000.
July 1, 2015 and 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 Contract term to June 30, 2013	\$3,600,000.
July 1, 2013 to June 30, 2014:	\$3,800,000.
July 1, 2014 to June 30, 2015:	\$4,000,000.
July 1, 2015 and thereafter, the adjusted limitation as determined	by the State Court
Administrator pursuant to ORS 30.273(3).	-

3. Commercial General Liability:

\boxtimes Required by DHS \square Not required by DHS

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

Bodily Injury/Death:

 \boxtimes Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2013 \$1,800,000. July 1, 2013 to June 30, 2014:...... \$1,900,000. July 1, 2014 to June 30, 2015:...... \$2,000,000. July 1, 2015 and 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 Contract term to June 30, 20)13: \$3,600,000.
July 1, 2013 to June 30, 2014:	\$3,800,000.
July 1, 2014 to June 30, 2015:	\$4,000,000.
July 1, 2015 and thereafter the adjusted limitation as dete	ermined by the State Court
Administrator pursuant to ORS 30.273(3).	

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Contract term through June 30, 2013: \$104,300. From July 1, 2013 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 Contract term through June 30, 2013: \$521,400. From July 1, 2013 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

4. Automobile Liability Insurance:

□ Required by DHS □ Not required by DHS

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the DHS:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Contract term to Jur	ne 30, 2013: \$1,800,000.
July 1, 2013 to June 30, 2014:	\$1,900,000.
July 1, 2014 to June 30, 2015:	\$2,000,000.
July 1, 2015 and thereafter the adjusted limitation	n as determined by the State Court
Administrator pursuant to ORS 30.273(3).	·

Per occurrence limit for multiple claimants:

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Contract term through June 30, 2013: \$104,300. From July 1, 2013 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 Contract term through June 30, 2013: \$521,400. From July 1, 2013 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

- 5. Additional Insured. The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- 6. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 60 days' written notice from this Contractor or its insurer(s) to DHS. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by DHS.
- 7. **Proof of Insurance.** Contractor shall provide to DHS information requested in Data Certification for all required insurance before delivering any Goods and performing any Services required under this Contract. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.
- 8. "Tail" Coverage. If any of the required liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and DHS' acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to DHS, upon DHS' request, certification of the coverage required under this Section 8.
- **9. Self-Insurance.** Contractor may fulfill its insurance obligations herein through a program of self-insurance, provided that Contractor's self-insurance program complies

with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that required in this Exhibit C. Notwithstanding section 7 of this Exhibit C, Contractor shall furnish an acceptable insurance certificate to DHS for any insurance coverage required by this Contract that is fulfilled through self-insurance.

EXHIBIT D Required Federal Terms and Conditions

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

- 1. **Miscellaneous Federal Provisions.** Contractor shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Work. Without limiting the generality of the foregoing, Contractor expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes. rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity. If this Contract, including amendments, is for more than \$10,000, then Contractor 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 Contract, including amendments, exceeds \$100,000 then Contractor 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 DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor 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. Contractor 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.** The Contractor certifies, to the best of the Contractor's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, 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 Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Contractor 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.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 6. HIPAA Compliance. As a Business Associate of a Covered Entity, DHS must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and DHS must also comply with OAR 125-055-0100 through OAR 125-055-0130 to the extent that any Work or obligations of DHS related to this Contract are covered by HIPAA. Contractor shall determine if Contractor will have access to, or create any protected health information in the performance of any Work or other obligations under this Contract. To the extent that Contractor will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, DHS as specified in the Contract, Contractor shall comply and cause all subcontractors to comply with 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 Contractor and DHS for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Contract. To the extent that Contractor is performing functions, activities, or services for, or on behalf of DHS, in the performance of any Work required by this Contract, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate DHS Privacy Rules, OAR 407-014-0000 *et. seq.*, or DHS Notice of Privacy Practices. A copy of the most recent DHS Notice of Privacy Practices is posted on the DHS web site at: <u>https://apps.state.or.us/cf1/FORMS/</u> (as form #2090).
 - b. Data Transactions Systems. If Contractor intends to exchange electronic data transactions with DHS or the Oregon Health Authority (OHA) in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.
 - c. Consultation and Testing. If Contractor reasonably believes that the Contractor's or DHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the DHS Information Security Office. Contractor or DHS may initiate a request for testing of HIPAA transaction

requirements, subject to available resources and the DHS testing schedule.

- d. Contractor and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
- 7. Resource Conservation and Recovery. Contractor 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. Contractor shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract 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. Contractor 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. Contractor shall comply and cause all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Contractor 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 Contractor's workplace or while providing services to DHS clients. Contractor's notice shall specify the actions that will be taken by Contractor 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, Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS 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 Contractor, or any of Contractor's employees, officers, agents or subcontractors may provide any service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Contractor or Contractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or nonprescription medication that impairs the Contractor or Contractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS 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 Contract.

- **11. Pro-Children Act.** Contractor 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.** Contractor 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 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid 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, Contractor 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.