



Grant Agreement Number 159255

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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

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

**Yamhill County
acting by and Through its
Yamhill County Health and Human Services
Attention: Silas Halloran Steiner, Director
627 NE Evans Street
McMinnville, OR, 97128
Telephone: 503.434.7523
Facsimile: 503.434.4907
E-mail address: halloras@co.yamhill.or.us**

hereinafter referred to as “Recipient.”

The Program to be supported under this Agreement relates principally to OHA’s

**Health Systems
Behavioral Health
500 Summer Street NE E86,
Salem, OR 97301
Agreement Administrator: Beau Rappaport or delegate
Telephone: 503-309-3567
E-mail address: beau.rappaport@dhs.oha.state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective when this Agreement has been fully executed by every party and, when required, approved by Department of Justice. Recipient’s performance of the Program described in Exhibit A, Part 1, may start July 1, 2019, shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2021. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit B: Standard Terms and Conditions
- (4) Exhibit C: Subcontractor Insurance Requirements

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

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits B, A, and C.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is \$383,962.00. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

4. Vendor or Subrecipient Determination.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, OHA’s determination is that:

- Recipient is a subrecipient Recipient is a vendor Not applicable

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

5. Recipient Data and Certification.

a. Recipient Information. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

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

Street address: 535 NE 5th Street

City, state, zip code: McMinnville, OR 97128

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

Telephone: (503) 434-7501 Facsimile: (503) 434-7553

Proof of Insurance: Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 871736 Expiration Date: 07/01/20

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

(1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

(2) Recipient 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 Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient 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. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;

(3) The information shown in this Section 5a. "Recipient Information", is

Recipient's true, accurate and correct information;

(4) To the best of the undersigned's knowledge, Recipient 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;

(5) Recipient and Recipient'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>;

(6) Recipient 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/portal/public/SAM/>;

(7) Recipient is not subject to backup withholding because:

(a) Recipient is exempt from backup withholding;

(b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or

(c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and

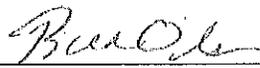
(8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN within 10 days.

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

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Yamhill County Health and Human Services

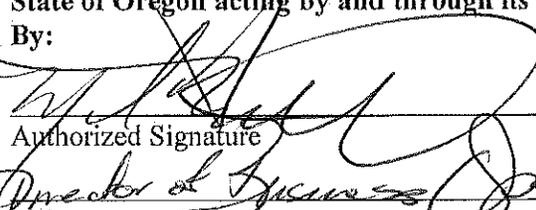
By:


Authorized Signature
CAPIR
Title

PICK-OLSON
Printed Name
11-26-19
Date

State of Oregon acting by and through its Oregon Health Authority

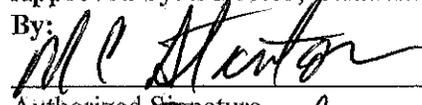
By:


Authorized Signature
Director of Business
Title

Mick Mitchell
Printed Name
12/4/19
Date

Approved by: Director, OHA Health Systems Division

By:


Authorized Signature
HOS Director
Title

M C STANTON
Printed Name
12-4-19
Date

Approved for Legal Sufficiency:

Steven Marlowe, Assistant Attorney General 8.15.2019
Department of Justice Date

OHA:

Arlenia Broadwell via email on June 27, 2019 email in file
Review Signature Date

Accepted by Yamhill County
Board of Commissioners on

11/26/19 by Board Order
19-406

EXHIBIT A

Part 1 Program Description

1. Background and Purpose

Peer-Delivered Services (PDS) are a vital part of health care transformation and benefit Oregonians with Substance Use Disorder (SUD), their families and communities. Peer-delivered services and peer-run organizations (PRO) that are Recovery Centers (as defined below) are essential to link those living with behavioral health conditions to behavioral health services. PDS are an instrumental tool in reforming the health care system to support recovery and wellness within a recovery-oriented system of care (ROSC).

Recipient will develop the capacity to provide enhanced PDS and technical assistance and training for Peer Delivered Services in SUD Recovery. The technical assistance will be provided to regional partners, including behavioral health service programs, health professionals, Community Mental Health Programs (CMHP) or Local Mental Health Authority (LPHA), Coordinated Care Organizations (CCO), interested consumers, family members, youth (under 17 years) and young adults (18 to 25), and those in recovery from mental health disorders, substance use disorders, and problem gambling within their respective service area.

OHA believes the SUD PDS Facilitating Centers (as defined below) will help promote best practices. PDS are available for the diverse members of the recovering communities. The Facilitating Centers will identify and develop specialized best practices and deliver specialized training and technical assistance for underserved and over represented populations.

Research has demonstrated that PDS improve outcomes. Examples of improved outcomes are as follows:

- When peers are part of hospital-based or residential care, the results include shortened lengths of stay, decreased frequency of admissions, and lower overall future treatment costs,
- When PDS are integrated into behavioral health care treatment teams, patients show favorable results in both health outcomes and cost savings,
- For people diagnosed with both mental illness and substance use disorders, peer-led interventions have shown to significantly reduce substance use, symptoms of emotional distress or disorders, and crisis events,

- PDS programs have shown to increase patients’ participation in their treatment; resulting in better healing outcomes and greater levels of empowerment and,
- PDS emphasize developing and living a healthy, recovery-oriented lifestyle. This focus on wellness helps people remain in recovery and in the communities of their choice.

The goal of this Agreement is to enable Recipient to develop Facilitating Centers that will serve as “mentor sites” which will provide ongoing technical assistance and training for programs providing PDS, PRO and Recovery Centers. Facilitating Centers will provide structure and support for developing and sustaining programs providing PDS in substance use disorder recovery, PROs and Recovery Centers. People in recovery will be involved in every aspect of program design and implementation, creating opportunity for peer delivered services regionally, and statewide, and allowing for greater access to services. Quality PDS statewide are essential for people with substance use disorders.

In performing Program activities below, Recipient must implement industry-recognized standards of best practices.

2. Definitions

- **Access To Recovery (ATRs)** is a recovery support services program that puts an emphasis on personal choice for substance abuse treatment which enables people who need substance abuse services to use a recovery-oriented system of care. ATR services include clinical, community-based and faith-based services.

(See http://www.oregon.gov/oha/amh/ATR/Documents/ATR_Fact_Sheet.pdf.)

- **Facilitating Centers** or **SUD PDS Facilitating Centers** serve as “mentor sites” providing ongoing technical assistance and training, for the Recovery Centers. Facilitating Centers provide structure, and support, for developing and sustaining Recovery Centers.
- **Peer** means any individual who has similar life experience, either as a current or former recipient of addictions or mental health services, or as a family member of an individual who is a current recipient, or a former recipient, of addictions or mental health services.
- **Peer-Delivered Services** or **PDS** means a continuum of programs and supports provided by individuals, who identify themselves as having behavioral health challenges, and are receiving, or have received, behavioral health care. Peer services can include programs that are Peer-operated (planned, delivered, and administered by people with lived experience), Peer partnerships (shared governance between Peer and non-Peer organizations or staff), and Peer

employees – the unique discipline of providing Peer services as a member of the target population

- **Peer-Run Organization** or **PRO** means organizations that are:
 - Independent - Owned, administratively controlled, and managed by Peers;
 - Autonomous - All decisions are made by the program;
 - Accountable - Responsibility for decisions rests with the program; and
 - Peer – controlled - Governance board is at least 51% Peers.
- **Peer Support Specialist** means a person providing peer delivered services to an individual or family member, with similar life experience. A Peer Support Specialist must be:
 - (a) A self-identified person currently, or formerly, receiving mental health services;
 - (b) A self-identified person in recovery from an addiction disorder, who meets the abstinence requirements for recovering staff in alcohol and other drug treatment programs;
 - (c) A self-identified person in recovery from problem gambling; or
 - (d) A family member of an individual who is a current or former recipient of addictions or mental health services.
- **Peer Wellness Specialist** means an individual who is responsible for assessing mental health service and support needs of the individual’s Peers, through community outreach, assisting individuals with access to available services and resources, addressing barriers to services, and providing education and information about available resources and mental health issues, in order to reduce stigmas and discrimination toward consumers of mental health services, and to provide direct services, to assist individuals in creating and maintaining recovery, health and wellness.
- **Recovery** from alcohol and drug problems is a process of change through which an individual achieves abstinence and improved health, wellness, and quality of life.
- **Recovery Centers** are comprised of, and led, by people in Recovery from Substance Use Disorders, as defined in OAR 309-019-0105(112). The Recovery Centers maintain a structured daily schedule of activities where peer support services may be delivered and serve as Recovery resources for the local community.

- **Recovery Oriented System of Care (ROSC)** means person-centered, and self-directed, approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems.
- **Substance Use Disorders (SUD)** means the recurrent use of alcohol or drugs or both causing clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. According to the Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (DSM-5), a diagnosis of substance use disorder is based on evidence of impaired control, social impairment, risky use, and pharmacological criteria.

3. Program Activities

The allowable Program activities, for which funding to Recipient under this Agreement may be used, are described below. Recipient will establish Facilitating Center that will provide enhanced Peer Delivered Services (PDS) and technical assistance on PDS to PDS providers and others that support recovery from Substance Use Disorders (SUD) in Yamhill County, Marion, and Polk Counties.

3.1 Training Program Development

- a. Recipient will operate a Facilitating Center site.
- b. Recipient will conduct on-going needs assessment for each of the identified specialized populations; people using medically assisted treatment, people who have been incarcerated, people without homes and seniors.
- c. Recipient will ensure that each identified specialized population team will work concurrently, and Recipient will conduct at least monthly meetings of all four-population teams, to discuss obstacles, opportunities and information for inclusion in the training and technical assistance materials.
- d. Recipient will update and expand curriculum for each population, addressing the unique strength and needs of the population served. The various curricula will include self-study technology (web-streaming, video conferencing, etc.) and self-study processes (interactive study guides, on-line coaching, etc.).
- e. Recipient will administer assessment, and evaluation instruments to evaluate the trainings and the effects of training on services provided.

3.2 Training Program Delivery

- a. Recipient will recruit and select cohorts of individuals to participate in the specialized peer support specialists training programs.

- b. Recipient will deliver the specialized peer support specialists training programs to the appropriate participants. Trainers, speakers, panelists, videos must be a majority of people with shared lived experience and include those from the agency partners serving the identified populations.
- c. Recipient will, using the instruments created by the Facilitating Center, collect data and evaluate the impact of the specialized training programs for each identified population.

3.3 Refine Trainings and Technical Support

Recipient will, based upon evaluation and feedback on the training programs, make refinements to each of the training programs including, but not limited to, development of follow-up technical support and mentoring services. This will include adding an oral health component.

3.4 Develop and Deliver Training and Technical Support Tools

- a. Based on the refinements to the specialized peer support specialist training programs, Recipient will update a training manual. This should include but is not limited to, a) outreach protocols and support materials; b) written curricula and materials; c) self- study and webinar programs; and d) remote learning participation technology.
- b. Using all materials created to meet the requirements of this Agreement, Recipient will continue to recruit cohorts for each of the specialized trainings and will deliver the trainings. Recipient will evaluate the trainings and results.

At least one cohort will use remote learning technologies.

3.5 One-day Learning Collaborative Sessions

Recipient's staff shall attend up to six one-day learning collaborative sessions in person with OHA, other grant recipients, and stakeholders.

3.6 Approved Subcontractors

Per Section 15. of Exhibit B, OHA approves Recipient's use of the following subcontractors to perform Program activities:

Bridgeway Recovery; Champion Team; Harness Technology; Polk County Seniors; Project ABLE; Provoking Hope; and Shogren Consulting

However, Recipient is not obligated use those subcontractors and may request OHA’s written approval to use other or additional subcontractors per Section 15. of Exhibit B.

4. Reporting Requirements

- a. Recipient’s designated staff shall communicate with OHA by phone or in-person meeting on an agreed upon schedule to provide updates, share successes, and address barriers that may emerge regarding completion of grant agreement activities.

- b. Quarterly written progress reports: Using forms provided by OHA, Recipient shall prepare and submit a written quarterly narrative progress reports electronically to the OHA Agreement Administrator via email to amhcontract.administrator@state.or.us in a format approved by OHA by the following dates:

Quarter	Due
July – September	November 14 th
October – December	February 14 th
January – March	May 15 th
April – June	June 30

The quarterly written progress reports shall outline Recipient’s project successes, project outcomes, barriers encountered, actions to address these barriers, and lessons learned.

- c. Invoices: Using forms provided by OHA, Recipient shall prepare and submit monthly invoices to the OHA Agreement Administrator. See payment provisions in the following section.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Progress Reports and Invoices:

- a. Recipient shall, in an OHA approved format, prepare and submit electronic written quarterly summary Progress Reports as required by Section 4. Reporting Requirements of Exhibit A. part 1.
- b. The Recipient must prepare and submit monthly electronic invoices via email to OHA at amhcontract.administrator@state.or.us, 23 in the amount of **\$15,998.42** for each month beginning July 2019 through May 2021 and one in the amount of **\$15,998,34** for June 30, 2021. The subject line of each email must indicate that an invoice is attached and the contract number.

2. Disbursement of Grant Funds

- a. Following OHA's receipt and approval of the monthly invoices required from Recipient by Section 1., subject to Recipient's continuing compliance with the Reporting requirements of this Agreement, and subject to the conditions in Section 4. below, OHA will release 24 payments, 23 in the amount of **\$15,998.42** for each month beginning July 2019 through May 2021 and one in the amount of **\$15,998,34** for June 30, 2021 for the subject monthly invoice.
- b. OHA will not pay any amount in excess of the maximum not-to-exceed amount set forth in section 3. Consideration. Recipient shall submit all invoices no later than sixty (60) days after the date of the expiration or termination of this Agreement.

3. Travel and Other Expenses.

OHA will not reimburse Recipient for any travel or additional expenses under this Agreement.

4. Conditions Precedent to Disbursement. OHA's obligation to disburse Grant funds to Recipient under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- a. OHA has received sufficient funding, appropriations, limitations, allocation, and other expenditure authorizations to allow OHA, in the exercise of its reasonable administrative discretion, to make the disbursement. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

- b.** No default as described in Section 8.a. (Default by Recipient), of Exhibit B has occurred.
- c.** OHA has received from Recipient an invoice acceptable to OHA describing Program costs for which reimbursement is requested.

EXHIBIT B
Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement 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. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

2. Compliance with Law.

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

3. Independent Parties.

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

4. Grant Funds; Payments.

- a.** Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b.** Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must

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 disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on a OHA-approved form.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.

6. Ownership of Work Product.

a. Definitions. As used in this Section 6, and elsewhere in this Agreement, the following terms have the meanings set forth below:

- (1) “Recipient Intellectual Property” means any intellectual property owned by Recipient and developed independently from the Work.
- (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than OHA or Recipient.
- (3) “Work” means work performed by Recipient under this Agreement.
- (4) “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Recipient is required to deliver to OHA pursuant to the Work.

b. Original Works. All Work Product created by Recipient pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a “work made for hire,” shall be the exclusive property of OHA. OHA and Recipient agree that all Work Product is “work made for hire” of which OHA 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,” Recipient hereby irrevocably assigns to OHA 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 OHA' reasonable request, Recipient shall execute such further documents and instruments necessary to fully vest such rights in OHA. Recipient forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- c. In the event that Work Product is Recipient Intellectual Property, a derivative work based on Recipient Intellectual Property or a compilation that includes Recipient Intellectual Property, Recipient hereby grants to OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Recipient Intellectual Property and the pre-existing elements of the Recipient Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA' behalf.
- d. In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Recipient shall secure on OHA' behalf and in the name of OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA' behalf.

This Section, together with any other Section that by its terms is intended to survive, survives the expiration or termination of this Agreement.

7. Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party (“Other Party”) may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion

as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

This Section shall survive expiration or termination of this Agreement.

8. Indemnification by Subcontractors.

Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

9. Default; Remedies; Termination.

- a. Default by Recipient.** Recipient shall be in default under this Agreement if:
- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance

with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;

- (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement 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.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

10. Insurance.

All employers, including Recipient, 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). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. Records Maintenance, Access.

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA 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. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- 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 Agreement.

12. Information Privacy/Security/Access.

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

13. Assignment of Agreement, Successors in Interest.

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

14. Resolution of Disputes.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-

binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts.

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries.

OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

17. Severability.

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

18. Notice.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice

given by personal delivery shall be deemed effective when actually delivered to the addressee.

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

This Section shall survive expiration or termination of this Agreement.

19. Headings.

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

20. Amendments; Waiver; Consent.

OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the 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 Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

21. Merger Clause.

This Agreement 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 Agreement.

22. Limitation of Liabilities.

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

EXHIBIT C

SUBCONTRACTOR INSURANCE REQUIREMENTS

Grantee shall obtain at Grantee's expense the insurance specified in this section 4 prior to performing under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

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

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

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

PROFESSIONAL LIABILITY:

Required Not required

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

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not required

Grantee shall provide network security and privacy liability insurance for the duration of the Grant Agreement and for the period of time in which Grantee (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$_____ per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

POLLUTION LIABILITY:

Required Not required

Pollution Liability Insurance covering Grantee’s or appropriate subcontractor’s liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Goods delivered or Services (including transportation risk) performed under this Grant Agreement is required. Combined single limit per occurrence shall not be less than \$_____. Annual aggregate limit shall not be less than \$_____.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Grantee’s or subcontractor’ liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Grantee that arise from the Goods delivered or Services (including transportation risk) performed by Grantee under this Grant Agreement is also acceptable.

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as

Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

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

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant Agreement, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Services required under this Grant Agreement, or, (ii) Agency or Grantee termination of this Grant Agreement, or, (iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Section 4.

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Exhibit "A"

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