

STATE OF OREGON GRANT AGREEMENT

Grant No. [VS_0164]

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Veterans’ Affairs (“Agency”) and Yamhill County Health and Human Services (“Grantee”), each a “Party” and, together, the “Parties”.

Section 1: AUTHORITY

Pursuant to Oregon Revised Statutes [\(ORS\) 406.142](#), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

Section 2: PURPOSE

The purposes of the Veterans Services Grants are to provide services to Oregon veterans by expanding outreach and services, or to promote:

- 2.1 Mental health care or physical health care;
- 2.2 Housing security;
- 2.3 Employment opportunities and employment stability;
- 2.4 Education and training opportunities;
- 2.5 Transportation accessibility and availability;
- 2.6 Critical services for veterans within a community or region or on a statewide basis provided by a veteran organization; or
- 2.7 Supporting existing programs identified by the Oregon Department of Veterans’ Affairs Advisory Committee.

Section 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Execution Date”), this Grant’s performance period is effective (the “Effective Date”), and, has a Grant funding start date as of January 01, 2022 unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2023.

Section 4: GRANT MANAGERS

4.1 Agency's Grant Manager is:

Jacqueline Kemp, Grants Coordinator
Statewide Veteran Services
Oregon Department of Veterans' Affairs
700 Summer Street NE | Salem, OR 97301-1285
C: (503)580-9049
Jacqueline.Kemp@ODVA.Oregon.gov

4.2 Grantee's Grant Manager is:

Christina Ferguson
HHS Administrative Services Director
Yamhill County Health and Human Services
535 NE 5th Street | McMinnville, OR 97128
C 503.530.6022
fergusonc@co.yamhill.or.us

A Party may designate a new Grant Manager by written notice to the other Party.

Section 5: PROJECT ACTIVITIES

Grantee must perform the Project activities set forth in the section of its proposal captioned Section 5.3 Part 2C Measurable Outcomes; Goals, objectives and evaluation consistent with the activities, methodology and program described in Exhibit A (the "Proposal"), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending June 30, 2023 (the "Performance Period"). All grant work must be completed during the Performance Period.

5.1 Quarterly Reports

5.1.1 Beginning with the first calendar quarter of 2022 and continuing each quarter thereafter, Grantee must submit a quarterly report to the Agency within 30-days after the close of the quarter as set forth in the attached Exhibit C;

5.1.2 Grantee shall use a form provided by the Agency for each quarterly report;

5.1.3 At a minimum, the Grantee will identify the following from the quarter ended:

5.1.3.1 the amount of grant funds spent;

5.1.3.2 the number of veterans served;

5.1.3.3 how diversity, equity and inclusion (DEI) were addressed. (e.g. how the organization improved upon or included a new focus on DEI, including number of

traditionally underserved veterans (e.g. women, aging, tribal, LGBTQ, and veterans of color) were served).

- 5.1.3.4 any milestones of progress accomplished;
- 5.1.3.5 any difficulties or challenges that occurred.

5.2 Final Report

Grantee must submit a final report on or before August 30, 2023 containing the information in ORS 406.503(8), final data on measurable outcomes as stated in Grantee’s proposal, a final budget report reconciling Project activities and expenses with the Grant Funds disbursed, as well as any other narrative or data requested in the Final Report form (required form provided by ODVA).

5.3 Project Goals:

Grantee agrees to follow the approved budget associated with each Project Goal as set forth in the Budget Cover Page, Veteran Services Grant Budget (Exhibit B) and accompanying budget sheets submitted to, and approved by, Agency on January 06, 2022 as part of Grantee’s Budget Summary on file with the Agency Grants Coordinator. The Project Budget is used to evaluate adherence to Project Goal spending and for reporting purposes as follows:

Project Goals	Budget Amount
Goal 1: Housing Security	\$30,000
Goal 2: Transportation accessibility and availability	\$720
TOTAL	\$30,720

Section 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, and subject to availability of funding, the Agency will provide Grantee up to \$30,720 (“Grant Funds”) for the Project. The source of the Grant Funds is from Legislatively approved Lottery Fund monies deposited in the Department of Veterans’ Affairs Veteran Services Grant Fund (“Funding Source”).

Section 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2 Grantee must submit reimbursement requests on the form provided by Agency on or before the 15th day of each month for costs incurred for which Grantee seeks reimbursement with Grant Funds. Grantee must provide to Agency any information or

detail regarding the expenditure of Grant Funds required prior to disbursement or as Agency may request. Grantee must submit its final request for reimbursement of Project activities from Grant Funds on or before July 31, 2023.

7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for reimbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

7.1.4 If Grantee is unable to use the Grant Funds, as identified in Exhibit A, Grantee must submit, in writing, a revised plan for those funds.

7.1.4.1 The Agency will review and may approve the revised plan.

7.1.4.2 If the revised plan is approved by Agency, the Agency will determine if an amendment to the Grant Agreement is needed to proceed with the Project.

7.2 Conditions Precedent to Disbursement. Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

7.2.2 No default as described in Section 15 has occurred; and

7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on

the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

7.4 Final reimbursement. The Agency may hold five percent (5.0%) of the total Grant Fund award until all final reports are submitted to the Agency.

7.4.1 All expenses must be dated within the Performance Period.

7.4.2 All Reimbursement claims must be submitted within 30-days of the end of the Performance Period.

Section 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/Authority. Grantee represents and warrants to Agency that:

Grantee is an Oregon county government as identified in OAR 274-038-0200 duly organized and validly existing;

Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;

This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to Grantee’s proposal. Grantee 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. Grantee further acknowledges in addition to the remedies under Section 16, 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 Grantee.

8.2 No limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

Section 9: OWNERSHIP

Capital Asset. If the Project includes the purchase of a capital asset, Grantee may not sell, transfer, or otherwise dispose of any capital asset paid for with Grant Funds for a period of five (5) years after the Effective Date of this Grant without prior written consent of the Agency.

Section 10: CONFIDENTIAL INFORMATION

10.1 Confidential Information Definition. Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or participants in the activities funded by this Grant or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).

10.2 Nondisclosure. Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information, If Agency requests Grantee to destroy any confidential information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

10.3 Identity Protection Law. Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the

potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.

Section 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency 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 Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If Grantee is a governmental entity with legal limitations that apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name 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 may Grantee 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 the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

Section 12: INSURANCE

Public Body Insurance. If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage, or (iii) a combination of any or all of the foregoing.

Section 13: GOVERNING LAW, JURISDICTION

This Grant is 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 Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must 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 will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

Section 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. 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. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

Section 15: DEFAULT

15.1 Grantee. Grantee will be in default under this Grant upon the occurrence of any of the following events:

Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;

Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;

A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

15.2 Agency. Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants,

agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

Section 16: REMEDIES

16.1 Agency Remedies. In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

16.2 Grantee Remedies. In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

Section 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period.
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials

Section 18: TERMINATION

18.1 Mutual. This Grant may be terminated at any time by mutual written consent of the Parties.

18.2 By Agency. Agency may terminate this Grant as follows:

At Agency's discretion, upon 30 days advance written notice to Grantee;

Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source;
or

Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 By Grantee. Grantee may terminate this Grant as follows:

If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

Section 19: MISCELLANEOUS

19.1 Conflict of Interest. Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

19.2 Non-appropriation. Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

19.3 Amendments. The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

19.4 Notice. Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

19.5 Survival. All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

19.6 Severability. The Parties agree if any term or provision of this Grant 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

19.7 Counterparts. This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.

19.8 Compliance with Law. In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.

19.9 Intended Beneficiaries. Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.

19.10 Assignment and Successors. Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer

its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

19.11 Time of the Essence. Time is of the essence in Grantee's performance of the Project activities under this Grant.

19.11.1 The Agency may at any time request to conduct a site visit on the Grantee's premises to review documentation of grant expenses, view work funded by the grant, inspect equipment purchased with grant funds or to attend an event funded by grant funds.

19.12 Records Maintenance and Access.

Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

The Agency may at any time request to conduct a site visit on the Grantee's premises to review documentation of Grant funded expenses, view work funded by the Grant, inspect equipment purchased with Grant Funds or to attend an event funded by Grant Funds.

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

19.14 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute 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 Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

19.15 Reallocation of Grant Funds. The Parties agree if the Grantee is unable to spend the grant funds, all or part of the funds may be reallocated to another grantee, at the discretion of the

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Director of ODVA. Grantee will notify the Agency in writing of its inability to utilize all or part of the grant funds, and the Agency will amend the Grant Agreement.

19.16 Grant Documents. This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant Agreement
- Exhibit A (the “Proposal”)
- Exhibit B (the “Grant Funds Budget form”)
- Exhibit C (Timeline and Additional required data)

Section 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Veterans' Affairs

By:  5/6/2022
Sheronne Blasi Date
Director, Statewide Veteran Services
Oregon Department of Veterans' Affairs

Yamhill County Health and Human Services

By: Lindsey Manfrin _____
Digitally signed by Lindsey Manfrin
DN: dc=us, dc=or, dc=yamhill, dc=co, ou=County,
ou=HHS, ou=Public Health, cn=Lindsey Manfrin,
email=lmanfrin@co.yamhill.or.us
Date: 2022.02.07 08:41:59 -0500 _____
Lindsey Manfrin Date
HHS Director/Public Health Administrator
Yamhill County Health and Human Services

Federal Tax ID Number: 93-6002318

Approved for Legal Sufficiency in accordance with OAR 137-045-0015(3)

By: Lisa M. Gramp Date 12/17/2021
Sr. Assistant Attorney General
Oregon Department of Justice

Accepted by Yamhill County
Board of Commissioners on
2/3/22 by Board Order
22-34

Part 2: Project Narrative

Executive Summary

Yamhill County Health and Human Services' Veterans Program consists of two Veterans Services Officers, one administrative staff, and one peer support specialist. The Veterans Behavioral Health Peer Support Specialist (VBHPSS) position was created as a part of Oregon Health Authority's 2019 pilot Veteran's peer-delivered services program. Our peer engages with local veterans through outreach and referrals from community partners such as the Yamhill County Jail, Yamhill County Mental Health Crisis Team, and Yamhill County community-based services. We have successfully identified many veterans in need and connected them to the resources that positively impact their social determinants of health such as housing, behavioral health services, and other service-connected entitlement benefits. However, we have also identified service gaps in our semi-rural community that impact housing security, access to critical services for veterans in care homes, limited transportation access to appointments, and other much-needed services.

The Veterans Services Grant award will enable us to address housing security by identifying traditionally underserved veterans who would benefit from barrier removal funds to secure stable housing. Additionally, we will reduce the transportation access barriers by dedicating a portion of the grant to gas vouchers for veterans in our most rural and underserved cities.

Project Narrative:

Yamhill County's population is roughly 109,000 people according to the most recent published U.S. Census data. Over 10% of our county lives below the federal poverty line—that

number is likely higher due to job loss and hours reduction caused by the recent COVID-19 pandemic. And, approximately 18% of the population identifies as black, indigenous, and other people of color (BIPOC). Roughly 10% of Yamhill County is comprised of current and former service members. These veterans have served their nation across five diverse war eras. And the changing demographics of our veterans, first seen in larger cities in Oregon, has impacted Yamhill County as well where veterans now include a greater number of BIPOC, women, and LGBTQI service members. These traditionally underserved populations are the focus of our request for the Veterans Services Grant Fund. These veterans are significantly impacted by the shortage of affordable housing and rental options and limited transportation access for physical and behavioral health appointments and other critical services.

An award from the Veterans Services Grant Fund will allow us to directly impact and benefit veterans in two key areas—barrier removal to address housing security and improve access to behavioral health and physical health care. Through these two target areas, we will focus on enhancing our services for the growing number of traditionally underserved veterans-- BIPOC, women, and LGBTQI service members.

The first target area of our proposal is aimed at addressing housing security by identifying traditionally underserved veterans who would benefit from barrier removal funds to secure stable housing. By June 30, 2023, we intend to assist a minimum of 30 veterans from an underserved population identified as BIPOC, women, or LGBTQI service members in obtaining access to stable housing by addressing issues such as paying off past due utilities, helping with a security deposit, or obtaining legal documents such as birth certificates and driver's licenses to apply for housing. The limit per veteran on barrier removal funds will be \$1,000 for a total

request in this target area of \$30,000. Where more funds than \$1,000 is needed, we have the ability to match the barrier removal funds with other county general fund based on need. Where only a small portion of barrier removal funds are needed, we will utilize the remaining portion to serve additional veterans, so we estimate the minimum served will be 30, but the maximum could be far higher. Where possible and based on eligibility, we will also combine the barrier removal funds with a Fast Track Voucher from the Housing Authority of Yamhill County to leverage additional funds to obtain stable housing. Our Veterans program has access to two Fast Track Section 8 vouchers per month. This target area has the potential to move several underserved veterans from unstable, temporary housing situations to stable long-term housing over the course of this grant. We have the infrastructure and administrative staff to implement this target area immediately upon receiving our requested award.

The second target area of our grant application focuses on addressing transportation accessibility and availability. Though two of the cities in our county have populations at or above 25,000 people, the remainder of our county is largely rural, with eight other cities (Sheridan, Willamina, Grand Ronde, Dayton, Lafayette, Yamhill, Carlton, and Amity) scattered across the geographic landscape of Yamhill County. Many of our veterans are isolated in these areas, with limited access to the means to travel to physical and behavioral health appointments as well as other critical services. We will reduce the transportation access barriers by dedicating \$720 to the purchase of gas vouchers for veterans in our most rural and underserved cities. We estimate that in this target investment area, we will assist 360 veterans with transportation assistance.

Yamhill County Health and Human Services (HHS) provides publicly funded behavioral health, developmental disabilities, and public health services to all residents of Yamhill County. HHS has also managed the Veterans Services Program for Yamhill County since 2012. In that time, through a series of strategic investments HHS has grown the program from one Veterans Service Officer to four full-time equivalent staff, including two full-time Veterans Services Officers, a full-time Office Specialist II, and a full-time Peer Support Specialist. Through a combination of providing direct services and system coordination & development, HHS strives to enhance community health and safety in every part of the county. As a Certified Community Behavioral Health Center, HHS also has taken a variety of steps to improve outreach and access to care for veterans, including by building and strengthening relationships with local VAs, providing veteran peer navigators, and looking creatively for opportunities to connect with veterans in social settings. We are committed to providing veterans in our rural area with the intensive, community-based mental health care for members of the U.S. Armed Forces and veterans, particularly those who live 40 miles or more from a VA medical facility.

HHS Vision:

People in Yamhill County live, work, learn and play in safe communities that support wellness and dignity.

HHS Mission:

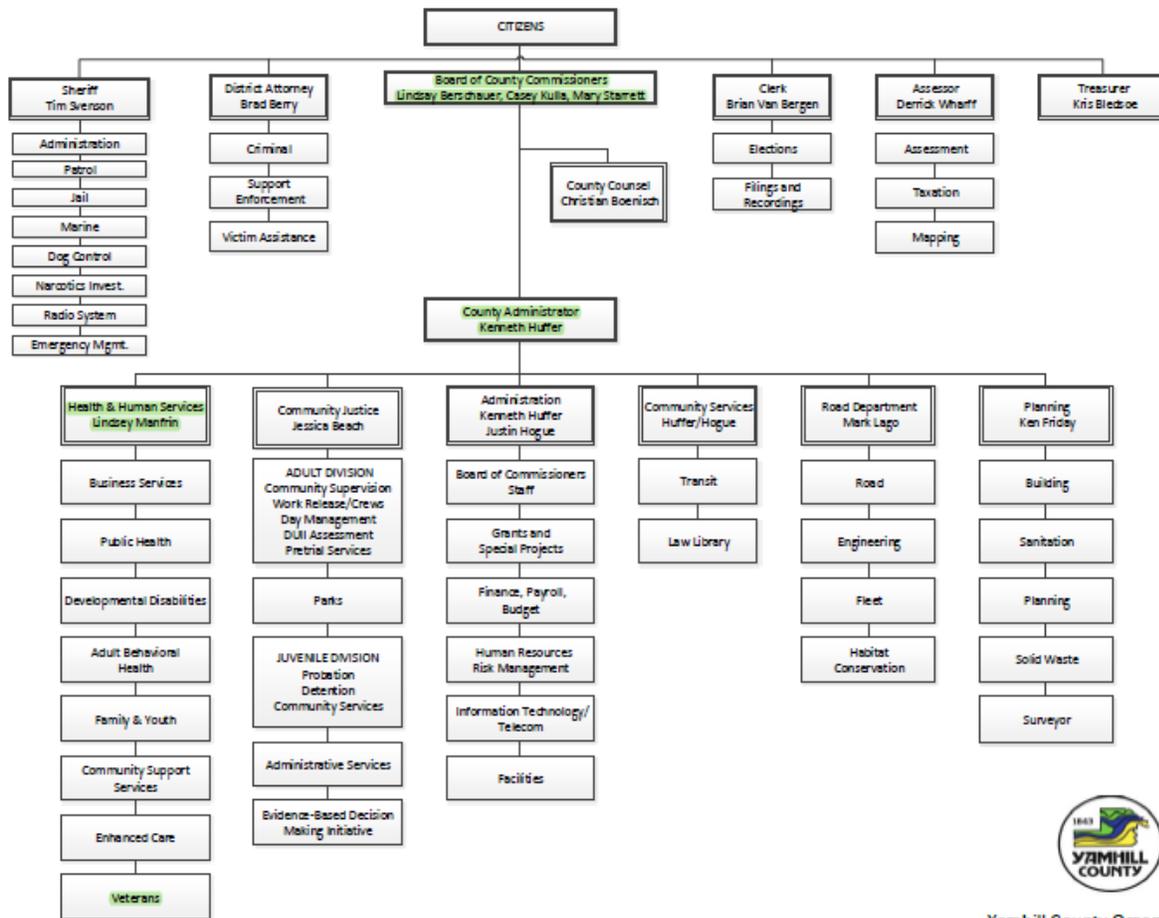
Yamhill County Health and Human Services promote the public's physical, emotional, and social well-being through services, prevention, education and partnerships.

HHS Values:

- Excellence - We advocate for, develop, and provide high-quality programs, services, and information; we are dedicated to the highest standard and integrity in the stewardship of all resources.
- Community Focus - We demonstrate a commitment to community wellness; we promote a collaborative environment that encourages independence, health and safety.
- Equity & Diversity – We provide opportunities for all people to reach their full potential; we appreciate diversity within our community and workplace and recognize the value it brings to serving people.
- Collaboration - We treat individuals with courtesy and value their contributions; we work collaboratively with individuals, families and communities to strengthen our efforts toward fulfilling our mission.
- Communication - We demonstrate effective, responsive and timely communication to promote a healthy, inclusive community.
- Continuous Improvement - We make quality an on-going focus; we continuously assess and monitor individual, family, organizational and community needs.

YCHHS has been serving the Yamhill County community for decades as the Local Mental Health Authority and the Local Public Health Authority. YCHHS has managed the Veterans Service Office since 2012. As a part of HHS, the Veterans program can leverage additional county general fund dollars to maximize the program and services available and potentially to pay for grant related expenses, prior to reimbursement.

The Yamhill County Board of Commissioners—Mary Starrett (Chair), Lindsay Berschauer, and Casey Kulla—oversee YCHHS as a part of the Yamhill County local government. HHS Director, Lindsey Manfrin, works closely with the Board of Commissioners and the County Administrator to request permission to apply for grants such as this one. HHS Administrative Services Director, Christina Ferguson, is the manager of the Veterans program and the budget officer for HHS. Ferguson will oversee operations for the project as well as the administration of the grant.



Yamhill County Organizational Chart
Last updated 1/4/2021

Measurable Outcomes

#1 – Housing Security – Our goal for this targeted area is to reduce barriers for a minimum of 30 veterans from an underserved population identified as BIPOC, women, or LGBTQI service members in obtaining access to stable housing by addressing issues such as paying off past due utilities, helping with a security deposit, or obtaining legal documents such as birth certificates and driver’s licenses in order to apply for housing. We will track our expenses in an Excel-based document (see YamhillCounty_Sample_Tracking_VSGrant2021 document) and obtain basic demographic data from the REAL-D form filled out by the veteran served. This goal is worthwhile for our local veterans’ population because it can potentially solve housing instability, which is a social determinant of health and is responsible for health inequities especially in our vulnerable veterans population.

#2 – Access to Transportation and Technology to Receive Services – Our goal for this targeted area is to reduce the transportation access barriers by the purchase of gas vouchers and other non-emergent medical transportation for veterans in our most rural and underserved cities. For those veterans living in care homes, access to services and appointments related to any entitlement benefits are extremely limited due to the COVID-19 pandemic access limitations within residential care facilities. We estimate that in this combined target investment area, we will assist 360 veterans with transportation assistance. We will track utilization based on the number of members served and the cities in which they live (see YamhillCounty_Sample_Tracking_VSGrant2021 document).

Part 3: Budget Narrative

ODVA Veteran Services Grant Program BUDGET DETAIL							
		Purpose #1	Purpose #2	Purpose #3	\$ 30,720.00		
Line *	DESCRIPTION	Housing Security	Transportation accessibility and availability				Total(s)
VSG PROGRAM		Description/Narrative	Description/Narrative	Description/Narrative			
1	Salaries						\$ -
2	Employee Benefits						\$ -
3	Program Expenses						\$ -
4	Administrative Expenses (not to exceed 10% of funding)						\$ -
5	Purchased Professional & Technical Services						\$ -
6	Supplies						\$ -
7	Technology						\$ -
8	Electronic Equipment						\$ -
9	Events/Outreach						\$ -
10	Travel, Registration & Entrance						\$ -
11	Other: specify	30,000.00	Barrier removal to aid in obtaining stable housing: up to \$1,000 for 30 veterans; will serve more if costs are under \$1,000 per veteran	720.00	Four \$10 gas vouchers per month for 18 months		\$ 30,720.00
12	Other: specify						\$ -
13	Other: specify						\$ -
14	Other: specify						\$ -
15	Grand Total Veteran Service Programs	\$ 30,000.00		\$ 720.00		\$ -	\$ 30,720.00
16	Matching funds for						\$ -
17							\$ -
18	Matching Funds are optional	0		0		0	\$ -

ODVA Veteran Services Grant Program
Budget Summary



OREGON DEPARTMENT
of VETERANS' AFFAIRS

Name of Organization:	Yamhill County Health and Human Services
County:	Yamhill
	Grant Agreement # VS_0164 EXHIBIT "B"
Revision Number:	1
Date:	January 6, 2022

List the grant project goal titles below (fund amounts for each project will automatically tally below):

	Purpose #1	Purpose #2	Purpose #3	TOTAL (must be at least \$25,000 & no more than \$250,000)
Name of Goal	Housing Security	Transportation accessibility and availability		
Project Goal Total	\$ 30,000.00	\$ 720.00	\$ -	\$ 30,720.00

Name of person completing this budget

Name:	Terry Malay
Phone No.:	503-474-6821
E-mail:	malayt@co.yamhill.or.us

Name of person to be contacted regarding budget questions

Name:	Christina Ferguson
Phone No.:	503-434-7371
E-mail:	fergusonc@co.yamhill.or.us

Submit this Excel file with grant application via the link on the ODVA website

Jacqueline Kemp
C (503)580-9049

Jacqueline.Kemp@ODVA.Oregon.gov

Spend Down Goals

By 06/30/22
By 09/30/22
By 12/31/22

Percentage

33%
66%
85%

**ODVA Veteran Services Grant Program
BUDGET DETAIL
Yamhill County Health and Human Services**

		Purpose #1	Purpose #2	Purpose #3	\$ 30,720
Line #	DESCRIPTION	Housing Security	Transportation accessibility and availability	-	Total(s)
VSG PROGRAM		Description/Narrative	Description/Narrative		
1	Salaries				\$ -
2	Employee Benefits				\$ -
3	Program Expenses				\$ -
4	Administrative Expenses (not to exceed 10% of funding)				\$ -
5	Purchased Professional & Technical Services				\$ -
6	Supplies				\$ -
7	Technology				\$ -
8	Electronic Equipment				\$ -
9	Events/Outreach				\$ -
10	Travel, Registration & Entrance				\$ -
11	Other: specify	30,000.00	720.00	Four \$10 gas vouchers per month for 18 months	\$ 30,720
12	Other: specify				\$ -
13	Other: specify				\$ -
14	Other: specify				\$ -
15	Grand Total Veteran Service Programs	\$ 30,000	\$ 720	\$ -	\$ 30,720
16	Matching funds for		None		\$ -
17					\$ -
18	Matching Funds are optional	0	0	0	\$ -

**ODVA Veteran Services Grant Program
Equipment Detail Sheet**

Name & Use of Equipment	Project Goal #	Quantity Unit	Original Cost	Capitalized/ Non-Capitalized	Year One/ Year Two	Note & Serial Number
		None				



**Yamhill County
2022-23 Veteran Services Grant
Exhibit C**

Timeline

- January 01, 2022 Performance Period starts
- April 30, 2022 Report for quarter ending March 31, 2022 due
- July 30, 2022 Report for quarter ending June 30, 2022 due
Target Spend down of 33% of funding award
- October 30, 2022 Report for quarter ending September 30, 2022 due
Target Spend down of 66% of funding award
- January 30, 2023 Report for quarter ending December 31, 2022 due
Target Spend down of 85% of funding award
- April 30, 2023 Report for quarter ending March 31, 2023 due
- June 30, 2023 Performance period ends
- July 30, 2023 Claims deadline for all project related expenses
- August 30, 2023 Final Report for project outcomes and budget reconciliation due

Additional required reports and data:

Quarterly Reports: will include all items specified in Section 5.2 of the Grant Agreement, as well as the following:

- Year-to-date Quantitative and Qualitative Outcomes data as indicated in Measurable Outcomes # 1 and #2 as indicated on page 7 of the proposal.

Site Visit: A virtual site visit that includes a summary of the work completed under the grant, may be scheduled in lieu of an in person visit.

Final Report: will include all items specified in Section 5.3 of the Grant Agreement, as well as the following:

- Final data for Quantitative and Qualitative Outcomes data as indicated in Measurable Outcomes # 1 and #2 as indicated on page 7 of the proposal.
- Copies of all logs used to keep track of veterans served.
- If the funds were used to purchase non-capital assets and capital assets ([OAR 274-037-0400](#)), include an inventory log showing a description and dollar amount of items purchased. Items such as computers, phones, printers, must also include the serial number, on the log.
- **Electronic Items:** A detailed log (*with serial numbers*) of all electronic items purchased with grant funds must be submitted. A template *example* for this log is included with the ODVA Budget template.