

Grant Agreement Number 172108



**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 Health and Human Services
627 NE Evans Street
McMinnville, Oregon 97128
Contact Person: Christina Ferguson, HHS Administrative Director
Telephone: (503) 434-7371 x4693
Cell: (503) 530-6022
Fax: (503) 474-4907
E-mail address: fergusonc@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 State Street NE, E86
Salem, Oregon 97301-1118
Agreement Administrator: Dana Peterson or delegate
Telephone: (503) 569-6760
E-mail address: dana.c.peterson@dhsaha.state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **March 31, 2022**. 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 A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) 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 **\$471,061.50**. 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. Contractor 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 contractor 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 Fifth St.

City, state, zip code: McMinnville, OR 97128

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

Telephone: (503) 474-4911 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: 7/01/2022

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, acting by and through its Health and Human Services

By:

Christina Ferguson

Authorized Signature

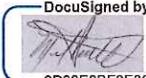
Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

DocuSigned by:

9D98E8BF9E364F9...

Mick Mitchell

Authorized Signature
Director of Business Operations

Printed Name
10/14/2021

Title

Date

Approved by Health Systems Division:

DocuSigned by:

9052DA932315422...

Margie Stanton

Authorized Signature
Director

Printed Name
10/14/2021

Title

Date

Approved for Legal Sufficiency:

Approved via email by Steven Marlowe on 9/16/2021.

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.

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Yamhill County, acting by and through its Health and Human Services
By:

Lindsey Manfrin
Authorized Signature
HHS Director/Public Health Administrator
Title

Digitally signed by Lindsey Manfrin
DN: cn=Lindsey Manfrin, email=lmanfrin@yamhill.gov, o=Yamhill County Health and Human Services, ou=Public Health, c=US

Lindsey Manfrin
Printed Name

Date

State of Oregon acting by and through its Oregon Health Authority
By:

Authorized Signature

Title

Printed Name

Date

Approved by Health Systems Division:

Authorized Signature

Title

Printed Name

Date

Approved for Legal Sufficiency:

Approved via email by Steven Marlowe on 9/16/2021.

Accepted by Yamhill County
Board of Commissioners on
9/30/21 by Board Order
#: 21-394

EXHIBIT A

Part 1 Program Description

1. Background and Measure 110 Program Description.

In November 2020, Oregon voters passed Measure 110, the Drug Addiction Treatment and Recovery Act of 2020, which became effective on Dec. 4, 2020, to better serve people actively using substances, engaging in substance misuse, or having a substance use disorder. People who provide drug treatment and recovery services and advocates for criminal justice reform wrote Measure 110 in response to the high rate of drug addiction and overdoses in Oregon, and the disproportionate impact of those outcomes on Oregon's communities of color. Their goal was to establish a more equitable and effective approach to substance use disorder. Oregon Health Authority (OHA) agrees with the advocates and voters that a holistic, health-based approach to addressing addiction and overdoses is more helpful, caring and cost-effective than punishing and criminalizing people who need help.

Measure 110 centers on equity, based on the knowledge that communities of color and Tribal communities are disproportionately harmed by laws that criminalize drug possession. People in these communities are less likely to have access to Culturally and Linguistically Responsive Services (and health services, generally), and experience greater harm from using drugs. The Measure makes health assessment, treatment, and recovery services available to all those who need and want access to those services and prioritize access for people and communities who experience a higher burden of disease.

The Measure also establishes the Oversight and Accountability Council (OAC). The OAC oversees grant funds and approves grants for providers and servicers who meet the criteria that will ensure an increase in access to care for all communities, including, communities who have disproportionately been impacted by rates of incarceration.

2. Grant Goals.

Grants have been awarded to increase access to care and improve outcomes for individuals actively using substances, engaging in substance misuse, or having a substance use disorder to support obligations outlined in M110. The focus of the grant opportunity is expanding access to care in the following areas: Low barrier substance use disorder; Addiction, mentoring and recovery peer support; low barrier transitional, supportive, and permanent housing for persons with substance use disorder; Harm reduction interventions; Supported employment; and provider support, including technical assistance and data collection system support.

Grant goals specific to this award. Recipient will collaborate with existing community-based organization, Provoking Hope, to build additional capacity for outreach and engagement to individuals engaging in substance misuse, or active in a substance use

disorder, special efforts to reach individuals disproportionately impacted by laws that criminalized drug possession.

- a. Certified Recovery Mentors to work with law enforcement and other first responders at the time of citation to connect with individuals and engage them in behavioral health services;
- b. Outreach and engagement coordinator will meet at-risk individuals in the community where they are interacting with law enforcement and other first responders and use motivational interviewing techniques to engage in behavioral health services and supports; and
- c. Reduce overdose deaths, increase harm reduction behaviors, increase treatment and recovery engagement among those individuals who have encountered law enforcement for possession of a controlled substance.

3. Allowable Grant Activities.

Allowable activities include:

- a. Hire personnel
 - i. 4.5 full-time certified recovery mentors (CRM);
 - ii. 1 full-time Qualified Mental Health Associate who is a Certified Alcohol and Drug Counselor (CADC); and
 - iii. Other personnel as outlined in approved budget.
- b. Conduct outreach and engagement, CRM to provide 24/7 coverage across Yamhill County in partnership with law enforcement and first responders;
- c. Provide peer delivered services;
- d. Provide outreach and engagement;
- e. Create, print, and distribute informational palm cards;
- f. Program support service supplies and materials as outlined in approved budget;
- g. Cost associated with program staff training as outlined in approved budget; and
- h. Cost associated with travel as outlined in approved budget.

Recipient will follow Recipient's Proposal, which is renamed "Project Plan and Strategy" as referenced in Attachment 1, attached hereto and incorporated herein.

4. Reporting Requirements.

Recipient shall submit the following reports to the OHA Agreement Administrator listed on page 1 of this Agreement, with a CC to AMHcontract.Administrator@dhsoha.state.or.us:

- a. Program Specific Reporting Requirements. Reports due no later than November 1, 2021 and January 5, 2022.

(1) Report Due no later than November 1, 2021. Progress Report must include:

Progress report, summary of activities completed and activities in process with timeline.

- (2) Report due no later than January 5, 2022. Final report must include:
 - (a) Final report, provide summary of all activities, expenditures, efforts, and outcomes. Share at least one “success story”; and
 - (b) Provide total number of individuals that have received services and/or supports. Include type of service and/or supports. Collect (if appropriate to collect) REALD on the form found at this link: <https://www.oregon.gov/oha/OEI/Pages/REALD.aspx>. The data collected should be aggregated and provided in a final report.

Attachment 1 Project Plan and Strategy

Introduction and Background

1. Tell us about your Organization. Who are you? Who do you serve?

Yamhill County Health and Human Services (YCHHS) is the local mental health authority (LMHA) and Certified Community Behavioral Health Center (CCBHC) within Yamhill County. As a CCBHC we coordinate care across the spectrum of health services, including access to high quality physical health and behavioral health care, as well as social services, housing, and employment opportunities as necessary to facilitate wellness and recovery of the whole person. We provide person-centered,

trauma-informed, evidence-based, and culturally responsive safety net services for uninsured, underinsured, and Medicaid clients in our community without discrimination based on an individual's ability to pay, place of residence, or any other criteria. YCHHS provides services to all eligible individuals without regard for age, ancestry, disability, race, color, citizenship, creed, military status, national origin, political or religious affiliation, sex, familial or marital status, sexual orientation including gender identity or expression, unfavorable discharge from the military, status as a protected veteran, or other groups protected by law.

YCHHS services include outpatient mental health and substance use services, medication-assisted treatment, transitional treatment recovery homes and other supported/supportive housing programs. We collaborate extensively with community-based organizations such as Provoking Hope to extend our array of services to include peer-delivered services and certified recovery mentor (CRM) services. CRMs are a critical component of services in our largely rural community, linking individuals into detox services and accompanying them into recovery.

Provoking Hope (PH) is a local, community-based, peer-run organization based in Yamhill County (with offices in McMinnville and Sheridan) who has been creating partnerships with local law enforcement, Yamhill County courts, hospitals, and other community agencies since 2012. PH certified recovery mentors work with clients ages 14 and older across all seven cities in Yamhill County with no discrimination regarding age, ancestry, disability, race, color, citizenship, creed, military status, national origin, political or religious affiliation, sex, familial or marital status, sexual orientation including gender identity or expression, unfavorable discharge from the military, status as a protected veteran, or other groups protected by law.

2. Briefly describe current activities and program scope, & briefly describe recent accomplishments, and future plans.

YCHHS programs employ a health-based approach to addiction and overdose. YCHHS substance use programs include outpatient and intensive outpatient mental health and substance use services, medication-assisted treatment, transitional treatment recovery homes, and other supported/supportive housing programs. YCHHS operates 23 units of master lease supported housing programs and broke ground in February 2021 on a new 60-unit facility in Sheridan (West Valley Yamhill County, near Grand Ronde). We are collaborating with the Housing

Authority of Yamhill County on a partnership for the property management functions with a plan for an onsite manager to provide the same supports that are made available at our other supported housing sites. The vision for this Sheridan complex is a multigenerational, safe, affordable housing option with a focus on recovery-support, wellbeing, and service to others as part of the model. YCHHS will also have an onsite peer support specialist as well as certified recovery mentors and 12-step meetings onsite. Priority populations will be single adults and/or families who are experiencing behavioral health challenges and identify as in recovery from substance use disorder or other behavioral health challenges.

YCHHS partners with Provoking Hope to support outreach and engagement efforts of PH's certified recovery mentors who can work in the community with consumers who are not yet engaged in a recovery program. This patient-centered and non-judgmental approach has encouraged hundreds of Yamhill County residents to seek treatment for their addictions. Without the work of Provoking Hope in non-traditional settings within our community, countless lives would be lost to overdose, and families torn apart by addiction. Our outreach and engagement services are based on the Sequential Intercept Model, which is designed for treatment staff and/or peer mentors to meet at-risk individuals in the community where they are interacting with law enforcement, emergency medical responders (EMS), or emergency department (ED) staff. Motivational interviewing techniques, along with providing Screening, Brief Intervention and Referral to Treatment (SBIRT) by CRMs, provide support and hope for a change while promoting engagement in treatment services. In addition to this outreach and engagement work, Provoking Hope also works with clients engaged in YCHHS' intensive outpatient treatment programs, including our Transitional Treatment Recovery Services (TTRS) homes. In the 22 units of TTRS homes, with both men's and women's residences we partner with local Department of Human Services (DHS) to keep families intact when a parent may be at risk of losing custody of their child(ren) due to an addiction. PH provides parent coaching and skills training to support TTRS residents in their recovery. In the family stabilization (supportive housing) TTRS home, CRMs from PH work closely with a family who is not yet sober/drug-free to support them in the early stages of recovery. PH also provides peer support services as a part of YCHHS' medication-assisted treatment (MAT) program to support consumers engaged in MAT outpatient services and jail-based MAT services. Additionally, PH provides institutional in-reach services, where CRMs provide peer services to adults in custody within the Yamhill County Jail and continue to support them upon their release. PH also provides youth outreach recovery services to 14 to 22-year-old consumers to advocate and support them in their early recovery journey.

Provoking Hope's consumer-run Rescue Team of CRMs collaborate with the YCHHS Crisis Team, law enforcement and probation officers as well as hospital emergency room staff to respond 24/7 with law enforcement and emergency medical services to all opiate overdose scenes in the community and at local emergency departments when naloxone is administered. After the life-saving intervention, the goal of our Naloxone Outreach Prevention & Engagement (NOPE) implemented in 2017 is to ensure that the certified recovery mentor can link and engage the consumer into treatment services and other natural supports.

YCHHS partnered with Provoking Hope in 2019 to administer the Outreach Needle Exchange (ONE) harm reduction program operated by certified recovery mentors who also provide mobile outreach and engagement and anonymous needle/syringe exchange on a one-for-one basis. CRMs can also support and facilitate testing for anyone needing disease testing and treatment (which connects to our work as the local public health authority) or access to other types care. Referrals for services to housing, substance use treatment, and safe shelter for domestic violence

are also available through this mobile program. Approximately 650-780 dirty needles are collected each month. Over 500 per month are one-for-one exchanges. This program reaches across Yamhill County and has an established office in addition to many regular mobile weekly locations. The need for certified recovery mentors, additional local (as opposed to regional) medication-assisted treatment capacity, and harm reduction programs within our county is tremendous. To meet that need, in addition to the expansion of programs we mentioned above as well as the creation of a new 60-unit facility in the underserved West Valley area of our county, we must continue to expand our workforce to increase community access to local care that meets the needs of individuals who may encounter law enforcement for possession of controlled substances covered under Measure 110. Our hope is to ensure that we address the high rate of drug addiction and overdoses in our county through that expansion and alter the disproportional impact of those outcomes on Oregon's communities of color.

3. Describe how your Organization advances anti-racism, equity, and inclusion.

Yamhill County Health and Human Services (YCHHS) recognizes that culture helps shape our world view and provides a general design for living and patterns for interpreting reality that are reflected in our behavior. Therefore, YCHHS delivers culturally and linguistically appropriate services to all consumers, including those with limited English proficiency, and diverse cultural and ethnic backgrounds, and disabilities, regardless of gender, sexual orientation, gender expression, gender transition status or gender identity. These services are delivered by individuals with the skills to recognize and respect the behavior, ideas, attitudes, values, beliefs, customs, language, rituals, ceremonies, and practices characteristic of a particular group of people.

YCHHS communicates in a linguistically and culturally appropriate fashion with consumers and their families or caregivers. Behavioral health services are provided in the member's preferred language whenever possible or via translation services as necessary. All interpreters will be linguistically appropriate and be capable of communicating in English and the members' primary language and be able to translate clinical information effectively. Interpreter services will be sufficient for the provider to understand the member's complaint, make a diagnosis, respond to member's questions and concerns, and communicate instructions to the member.

YCHHS ensures the provision of services that are culturally appropriate as described in National CLAS Standards, demonstrating both awareness for, and sensitivity to, cultural differences and similarities and the effect on the member's care. Whenever possible, YCHHS and providers ensure the provision of Oregon certified or Oregon qualified interpreters. If that is not possible, then interpreters must adhere to generally accepted interpreter ethics principles, including client confidentiality; demonstrate proficiency in speaking and understand both spoken English and at least one other language and must be able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary, terminology, and phraseology. For an individual with a disability, qualified interpreters can include, sign language interpreters, oral transliterators, and cued language transliterators as defined in 45 CFR 92.4.

YCHHS confirms that providers have the tools and skills necessary to communicate and provide services in a linguistically and culturally appropriate manner in accordance with state and federal rules, including, but not limited to, Section 1557 of the Affordable Care Act, the Americans with Disabilities Act, and CLAS standards as established by the US Department of Health and Human Services. YCHHS and providers also ensure that they facilitate information exchanges between other providers and facilities (e.g., addressing issues of health literacy, language interpretation,

having electronic health record capabilities). Compliance with these requirements is documented and reported to the Oregon Health Authority (Authority) in the form and manner required by the Authority in accordance with OAR 410-141-3525.

YCHHS holds firmly in the understanding that cultural competence is a life-long process of examining values and beliefs and developing and applying an inclusive approach to health care practice in a manner that recognizes the context and complexities of provider-client communication and interaction and preserves the dignity of individuals, families, and communities.

Further, YCHHS requires that providers and their employees undergo appropriate education in cultural competence and trauma-informed care in accordance with the local coordinated care organization's Health Equity Plan Training and Education. One way in which YCHHS demonstrates commitment to Equity, Diversity and Inclusion is through our agency-wide Equity, Diversity, and Inclusion Committee. This Committee is tasked with policy, procedure and paperwork review as well as provide recommendations on ways to improve our process and support for clients and staff. The Committee identifies appropriate training resources and areas our organization can improve commitment to being an anti-racist organization.

YCHHS also engaged with an outside consulting group, SolValTi, to provide training and coaching to our all staff as well as our Management team. This work included reflective practices to identify biases as well as recommendations to continue our work. The YCHHS Management team dedicated an all-management meeting once per month to specifically review and map out our continuous work in this critical area. Examples of this work have been:

- reading and discussion of books such as *How to be Antiracist* by Ibram Kendi;
- development of a trauma-informed care and equity and inclusion policy review tool;
- reviewing and modifying hiring and interview practices.

Project and Implementation Plan Describe your proposal and objectives. What problem or need does your proposal address? Please describe how your proposal relates to the Purpose and Eligibility program areas.

1. What is your proposed solution to this problem or need? a. Describe how you will meet the needs of an individual within the community.

Yamhill County, Oregon encompasses 718 square miles. It includes two larger central communities (McMinnville and Newberg) and smaller rural cities of Amity, Carlton, Dayton, Dundee, Lafayette, Sheridan, Yamhill, and part of Gaston and Willamina. It borders tribal trust lands of the Confederated Tribes of the Grand Ronde. Its larger communities host Providence Newberg Medical Center and Willamette Valley Medical Center. Its estimated population is 102,659 (2015) with approximately 60% of the population aged 18-64; 11% is over age 65. Children and adolescents (17 and under) comprise the remaining 29%. Racially/ethnically, the Hispanic/Latinx population is approaching 20%. Black and Native Americans account for almost 4% of the population in Yamhill County. These non-white populations have historically experienced inequities in terms of access to resources and healthcare as well as proportional disparity in arrests and incarcerations due to possession of controlled substances.

Yamhill County has an overdose death rate of 6.55 per 100,000 from opioids and an overdose hospitalization rate of 9.52 per 100,000 from opioids. Admissions to treatment for opioid abuse have increased while those for other substances are declining. Many of our more rural areas

struggle for access to local substance use disorder services and engage in frequent contact with law enforcement for possession of controlled substances. Measure 110 funding will allow our existing subcontractor and community-based organization, Provoking Hope, to build additional capacity initially created under the State Targeted Response (STR) and State Opioid Response (SOR) grants to better serve people actively using substances, engaging in substance misuse, or having a substance use disorder, especially those community members disproportionately impacted by previous laws that criminalized drug possession.

If these programs are further supported under the Measure 110 funding, an additional 4.5 full-time equivalent (FTE) Provoking Hope (PH) Certified Recovery Mentors (CRM) will provide 24/7 coverage across the entire county, including rural unincorporated areas of the region to ensure improved access to care that traditionally has been burdened with poorer health equity and access measures. CRMs will meet law enforcement or emergency medical responders in the community at the time of citation by law enforcement to connect with individuals and engage them in behavioral health services. The goal is to use peer-to-peer outreach and support to screen individuals at the time of citation for access to potential substance use services.

Additionally, we propose adding 1.0 full-time equivalent of a Qualified Mental Health Associate/Certified Alcohol Drug Counselor to screen the individuals reached by our 24/7 peer coverage. This CADAC would work as the outreach and engagement coordinator for Measure 110 referrals across the county. Our outreach and engagement services are based on the Sequential Intercept Model, which is designed for treatment staff and/or peer mentors to meet at-risk individuals in the community where they are interacting with law enforcement, emergency medical responders (EMS), or emergency department (ED) staff. Motivational interviewing techniques, along with providing SBIRT by CRMs, provide support and hope for a change while promoting engagement in treatment services. Our local partner agencies (identified below) have a long history of working together serving individuals with mental illness presenting in crisis in the community with the goal of engaging them into treatment versus incarceration or high-cost inpatient care. YCHHS will use a multi-disciplinary, collaborative team approach to address the needs of individuals in our rural areas who are engaging in substance misuse. Our multidisciplinary team for this project includes law enforcement, emergency medical responders, local hospital emergency departments, YCHHS Behavioral and Public Health, Yamhill Community Care Organization, the physical healthcare community, and subcontractor—Provoking Hope. The multi-disciplinary response is designed to reduce overdose deaths, increase harm-reduction behaviors, and increase treatment-recovery engagement among individuals who encounter law enforcement for possession of a controlled substance. Linkage to regional Prescription Drug Overdose (PDO) grant model for prevention and harm reduction will also be part of the core project strategy to ensure that the model is evidence-informed and that we are able to track outcomes and evaluate for efficacy over time.

b. Describe how your program provides Culturally and Linguistically Specific Services supports. Describe staffing, including how your Organization centers and supports expertise of Culturally and Linguistically Specific Services staff and cultivates an inclusive environment.

YCHHS delivers culturally and linguistically appropriate services to all consumers, including those with limited English proficiency, and diverse cultural and ethnic backgrounds, and disabilities, regardless of gender, sexual orientation, gender expression, gender transition status or gender identity. These services are delivered by individuals with the skills to recognize and respect the behavior, ideas, attitudes, values, beliefs, customs, language, rituals, ceremonies, and practices

characteristic of a particular group of people. We actively recruit for and hire qualified staff who offer languages common to populations within Yamhill County. Beyond staffing, we also contract with Language Line to provide additional translation services, as needed, for consumers. YCHHS communicates in a linguistically and culturally appropriate fashion with consumers and their families or caregivers. Behavioral health services are provided in the member's preferred language whenever possible or via translation services as necessary. All interpreters will be linguistically appropriate and be capable of communicating in English and the members' primary language and be able to translate clinical information effectively. Interpreter services will be sufficient for the provider to understand the individual's complaint, make a diagnosis, respond to individual's questions and concerns, and communicate instructions to the individual.

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2. How will the proposal increase access to culturally responsive care, that specifically addresses the disproportionate impact of the criminalization of addiction, historical and intergenerational trauma, and historical lack access to services?

Additional capacity for Certified Recovery Mentors will ensure that we have 24/7 coverage to respond to referrals from all law enforcement from all 718 square miles of Yamhill County. When 23% of the county's population lives in rural areas (2017 Community Health Assessment), over 28% (U.S. Census Data) of the county's population are people of color and 16.6% live in poverty (2017 Community Health Assessment) this increased capacity will mean that we can outreach more effectively to these vulnerable groups to prevent generational trauma and reduce barriers to accessing physical and behavioral health services as well as other needed resources. We will be able to further our diversity, equity, and inclusion training for our employees and community partners as well as create initiatives that will prioritize services to these historically underserved populations through effective education, outreach, and engagement.

3. What is the geographic location of the proposer and what areas do you serve?

Yamhill County, Oregon encompasses 718 square miles. It includes two larger central communities (McMinnville and Newberg) and smaller rural cities of Amity, Carlton, Dayton, Dundee, Lafayette, Sheridan, Yamhill, and part of Gaston and Willamina. It borders tribal trust lands of the Confederated Tribes of the Grand Ronde. Its larger communities host Providence Newberg Medical Center and Willamette Valley Medical Center. Its estimated population is 102,659 (2015) with approximately 60% of the population aged 18-64; 11% is over age 65. Children and adolescents (17 and under) comprise the remaining 29%. Racially/ethnically, the Hispanic/Latinx population is approaching 20%. Black and Native Americans account for almost 4% of the population in Yamhill County. We serve all individuals regardless of ability to pay.

4. What is the plan for implementation of this project? When will your proposal be fully stood up? Include a timeline.

YCHHS and its partner, Provoking Hope, can begin hiring additional staff immediately upon confirmation of this grant award such that the additional capacity can be in place to assist with Measure 110 referrals by June 8, 2021. This funding would provide for 6 months of full staffing for 4.5 full-time equivalent (FTE) certified recovery mentors and 1.0 FTE of Qualified Mental Health Associate/Certified Alcohol Drug Counselor from July 1, 2021 through December 31, 2021.

5. Please describe your relationship with other community organizations that support your efforts to be responsive to a person's needs. This might include housing agencies, social services agencies, CCO or community corrections/probation.

Yamhill County fire departments, law enforcement (LE), courts, community and county agencies collaborate to provide life-saving efforts and improve lives by connecting individuals to Substance Use and Mental Health treatment and intervene to reduce involvement in the criminal justice system. The medical system, local doctors, and hospitals are working to reduce addiction in Yamhill County. LE personnel are trained to carry and administer naloxone, particularly in the rural areas of the county where EMS may arrive after LE. West Valley partners utilize CRMs to accompany people into a clinically appropriate level of treatment which helps reduce time spent in jail or in health crisis. Yamhill County operates multiple evidence-based adult drug courts serving individuals with medium to high criminality; designed to restructure criminal thinking to prosocial thinking and behavior, promoting accountability, to attain/ sustain recovery, preventing criminal justice recidivism. YCHHS intensive outpatient services provide intensive, integrated wraparound approach to treatment. YCHHS also offers medication assisted therapy, psychiatric medications as well as injectable Vivitrol® and suboxone, for individuals enrolled in services meeting program qualifications, including willingness to abstain and adhere to the program. We partner with the Housing Authority of Yamhill County for fast-track vouchers for housing as well as the Yamhill Community Action Partnership (YCAP) for other housing related needs.

6. Describe your plan for outreach and engagement for the services and programs this proposal would fund.

Memoranda of understanding (MOUs) have been in place for several years with our local community partners, including but not limited to our two local hospitals (Willamette Valley Medical

Center and Providence Newberg Medical Center), local law enforcement, criminal justice staff and Provoking Hope. These strong partnerships would lay the foundation for the expansion of the work we began under the State Targeted Response (STR) and the State Opioid Response (SOR) grants. The Certified Recovery Mentors would respond on site in the community with law enforcement and/or emergency medical services to outreach to the individual regarding the completion of an initial screening for substance use treatment. CRMs would connect individuals with access to detox and other treatment services, including connecting them to the QMHA/CADC Measure 110 Referral Coordinator for the initial screening and community-based integrated recovery. Over time, we will evaluate the impact of the evidence-based practices to engage justice-involved individuals in treatment services by seeing a greater number of successfully completed Measure 110 referrals, a reduction in criminal justice recidivism and a reduction in high-cost emergency medical services as well as a greater number of the most vulnerable, disproportionately involved consumers encountering law enforcement. We hope that these health-based interventions will break the multi-generational cycles of trauma that exist in our rural community.

7. What barriers exist for people accessing your services? How does your Organization overcome those barriers?

Current barriers include a large portion of our population living in West Valley, near Sheridan and Grand Ronde, where there has historically been a lack of local access to services. Public transportation from those rural towns to larger McMinnville and Newberg, where access to services is improved, is also incredibly limited. We intend to address the geographic barriers by focusing on community-based services provided by Certified Recovery Mentors (CRMs) and beginning a new supported housing program in West Valley that will be focused on clients in recovery.

Answer the following based on your intended use of funds (only answer the sections applicable to your proposal). If proposing as a network, please describe what each Organization will be responsible for.

Peer support, mentoring, and recovery services (if applicable):

1. What is your Organization's philosophy or approach to peer support, mentoring, and recovery services, including peer delivered Culturally and Linguistically Specific Services?

YCHHS supports peer delivered services as an evidence-based practice for individuals with behavioral health challenges. Shared experiences are the foundation for peer support, fostering trust and credibility necessary for developing relationships in which consumers are willing to openly discuss challenges despite concerns about stigma. Community-based peer-to-peer services are a critical part of the array of safety net services offered in our County. Peer support emphasizes consumer empowerment and offers consumer access to not only peers who share common experiences, but who often share ethnicity, language, culture, and socioeconomic similarities that align with our aim to provide culturally and linguistically specific services to all consumers within our County. This additional layer of interconnectedness accommodates the diverse nature of individuals most in need of services, individuals who may be disproportionately impacted by the prior criminalization of possession citations from law enforcement. Peer support improves quality of life, improves engagement in services, and increases whole health and self-management.

2. What is your Organization's philosophy with respect to peers serving individuals using medication to assist with treatment or recovery?

Peer Support Specialists (PSS) are a critical component of both our outpatient Medication-Assisted Treatment (MAT) program as well as our jail-based MAT program. Peers are a part of the treatment team, alongside Psychiatric Nurse Practitioners and Certified Alcohol and Drug Counselors. In addition to the support, encouragement, and assistance peers offer, peers play a crucial role in continued MAT engagement and success through planning a recovery plan, identifying natural supports and resources needed to minimize harm-reduction and relapse. As a self-identified person who is a current, or former recipient of behavioral health services, or family member of such a person the PSS has a comprehensive grasp of recovery and resiliency for individuals, and families of individuals, with behavioral health challenges. The PSS also has, through training provided by HHS and other community partners, the knowledge of models, tools, and techniques to assist individuals with their recovery, including obtaining and maintaining competitive employment, maintaining their sobriety, enhancing parenting skills, staying out of the criminal justice system, and living independently in the community.

3. What approach does your Organization take for oversight and supervision of peer services?

After completion of the required PSS training required by the State of Oregon and the Center for Medicare and Medicaid Services (CMS), the PSS works with peers and professionals in various disciplines, and other professional and non-professional persons in the community. The PSS receives supervision from a qualified clinical supervisor related to the development, implementation, and outcome of services, with one of the two hours of required supervision provided by a qualified peer Delivered Services Supervisor.

4. How do your peer support and recovery services fit within your community's continuum services?

Peer support services are a critical component in early outreach and engagement prior to consumers entering more traditional treatment settings. Through strong community partnerships with criminal justice, courts, law enforcement and local hospitals, we have created pathways to wellness and recovery that start with initial contact from a peer. Once that trusted relationship begins to form, the PSS continues to walk alongside that consumer until they are ready to seek further treatment. YCHHS employs peer support specialists (PSS) through direct hire and subcontracting with community partners like Project ABLE, Provoking Hope, and Community Counseling Solutions (Dave Romprey Warmline). Once a consumer is engaged in treatment, PSS staff and contractors are readily available to continue as a part of the consumer's treatment team. Our peer support specialists work within our local Peer-Assisted Crisis home as well as within our Veterans Service Office and in our jail to connect individuals with resources related to social determinants of health and/or treatment for any behavioral health challenges that they are experiencing.

Peer Support Services within Yamhill County are based on recovery-oriented, health-based principles that focus on consumer empowerment in a person-centered, relationship-focused way. These services utilize a strengths-based framework that emphasizes physical, psychological, and

emotional safety. They are the backbone of creating multiple pathways in Yamhill County centered around wellness and recovery for our most vulnerable citizens.

Optional Question:

1. Do you have any ideas for future funding opportunities that your Organization would be able to take on in the near future? Are there any needs your organization has that could be addressed through future funding opportunities? If so, please describe the need/idea.

Yamhill County has an interest in building increased capacity for our local Medication-Assisted Treatment (MAT) services. Local options for these services are limited, which create barriers to treatment for individuals living in our rural county. We hope to continue to increase availability of MAT staff for inductions and continued monitoring/engagement of substance use disorder consumers to improve access wait times, reduce relapse, and enhance community health and safety in every part of the county for every individual.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Payment and Financial Reporting.

- a. OHA no longer issues paper checks. To receive grant funding, Recipient must enroll in Electronic Funds Transfer (EFT), also known as direct deposit. To enroll, Recipient must submit a completed Direct Deposit Authorization Form found at: <https://sharesystems.dhsoha.state.or.us/DHSForms/Served/me0189.docx>. If Recipient already has EFT set up for any type of payment that comes from the Oregon Department of Human Services (ODHS) or OHA, Recipient should not send in another form. Recipient may contact the EFT Coordinator at (503) 945-5710 for technical assistance. Due to the confidential nature of bank account information, Recipient should only provide bank information to the EFT Coordinator or OHA Financial Services.
- b. OHA will grant funds on the following schedule:
 - i. Upon execution of this Grant Agreement, OHA will initiate the direct deposit of **\$471,061.50** to Recipient for the Grant Activities listed in Exhibit A, Part 1.
- c. Recipient shall ensure that all funding provided under this Agreement is spent by December 31, 2021. An attestation of such funds must be sent to the OHA email box at amhcontract.administrator@dhsoha.state.or.us by January 5, 2022, or to any other address as OHA may indicate in writing to Recipient, in a format prescribed by OHA.

2. Travel and Other Expenses.

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

EXHIBIT A

Part 3 Special Terms and Conditions

1. HIPAA Compliance.

The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). Recipient is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. Recipient's failure to comply with these requirements shall constitute a default under this Agreement and such default shall not be subject to Exhibit B, Limitation of Liabilities.

- a. **Consultation and Testing.** If Recipient reasonably believes that the Recipient's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Recipient shall promptly consult the OHA Information Security Office. Recipient or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
- b. **Data Transactions Systems.** If Recipient intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Recipient shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

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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 ("Unexpended Funds") 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. Reserved.

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;
 - (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; or
 - (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
Fax: 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.

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EXHIBIT C

SUBCONTRACTOR INSURANCE

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

1. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

2. COMMERCIAL GENERAL LIABILITY:

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 contract, 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 \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

3. 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 Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim. Annual aggregate limit shall not be less than \$2,000,000.00. 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 Contractor shall provide Tail Coverage as stated below.

4. EXCESS/UMBRELLA INSURANCE:

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

5. ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

6. ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract 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 Contractor's activities to be performed under this Contract. 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.

7. WAIVER OF SUBROGATION:

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

8. 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, Contractor shall maintain either tail

coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Recipient's acceptance of all Services required under this Subcontract, or, (ii) Recipient's or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Subcontract.

9. CERTIFICATE(S) AND PROOF OF INSURANCE:

Recipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. 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 contract. 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 OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

10. NOTICE OF CHANGE OR CANCELLATION:

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

11. INSURANCE REQUIREMENT REVIEW:

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

12. STATE ACCEPTANCE:

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